

09-20-2001



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

101851921

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

United Central Industrial Supply  
Company, LLC

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☐ Corporation-State  
☒ Other limited liability company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No3. Nature of conveyance: 9-13-01

- ☐ Assignment      ☐ Merger  
☒ Security Agreement      ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: August 3, 2001

## 2. Name and address of receiving party(ies)

Name: Antares Capital Corporation

Internal

Address: \_\_\_\_\_

Street Address: 311 S. Wacker Dr., Ste. 6400City: Chicago State: IL Zip: 60606

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Delaware  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2321260 and 2326041

Additional number(s) attached ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Maisha Gibson, Paralegal

Internal Address: \_\_\_\_\_

Street Address: Goldberg, Kohn et al.55 E. Monroe St., 37th FloorCity: Chicago State: IL Zip: 606036. Total number of applications and registrations involved: 27. Total fee (37 CFR 3.41).....\$ 65.00☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

65E

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Maisha Gibson

Name of Person Signing

Signature

September 12, 2001

Date

10

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

09/20/2001 DBYRNE 00000006 2321260

01 FC:481  
02 FC:48240.00 OP  
25.00 OPTRADEMARK  
REEL: 002369 FRAME: 0733

# PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as amended or otherwise modified from time to time, this "Agreement") is made as of the 3<sup>rd</sup> day of August, 2001 by and between United Central Industrial Supply Company, L.L.C., a Delaware limited liability company (the "Grantor"), and Antares Capital Corporation, a Delaware corporation, as agent ("Agent") for its own benefit and the benefit of the Lenders.

## WITNESSETH

WHEREAS, pursuant to a certain Amended and Restated Credit Agreement of even date herewith among Grantor, Agent and the Lenders (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to the Grantor;

WHEREAS, the Grantor will derive substantial benefit and advantage from the loans and other financial accommodations being continued to be made available to the Grantor under the Credit Agreement; and

WHEREAS, a certain Security Agreement dated as of August 2, 1999 between Agent and the Grantor (as amended or otherwise modified from time to time, including without limitation pursuant to a certain Amendment No. 1 to Security Agreement of even date herewith between Agent and the Grantor, the "Security Agreement") grants to Agent, for its own benefit and on behalf of the Lenders, a continuing security interest in certain of the Grantor's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Incorporation of Security Agreement; Security Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Secured Obligations, the Grantor hereby grants to Agent, for its own benefit and on behalf of the Lenders, a continuing security interest in the Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(b) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto and made a part hereof, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(c) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule C attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks (the properties and interests in properties described in the preceding clauses (a), (b), (c) and (d) being referred to collectively as the "Intellectual Property").

In addition to, and not by way of limitation of, all other rights granted to Agent under this Agreement, the Grantor hereby transfers and conveys to Agent, for its own benefit and on behalf of the Lenders, all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent reasonably necessary to enable Agent, effective upon the occurrence and continuation of any Event of Default (as such term is defined in the Credit Agreement), to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Agent and its successors, assigns and transferees, whether by voluntary conveyance,

operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to the Grantor or any other Person (as such term is defined in the Credit Agreement) by Agent.

The Intellectual Property shall exclude any Intellectual Property as to which the Grantor is prohibited from granting a security interest by the terms thereof or pursuant to applicable law, or as to which the granting of a security interest would under the terms of the applicable contractual obligations reasonably constitute a breach or violation, or occasion the loss of rights or interests or the incurrence of an obligation; provided, however, that the Intellectual Property shall include any and all accounts, chattel paper, payment intangibles and promissory notes arising under any and all such Intellectual Property.

3. Reports of Applications. The Patents, Copyrights and Trademarks listed on Schedules A, B and C, respectively, constitute all of the federally registered patents, copyrights and trademarks, and all of the federal applications therefor (excluding intent-to-use applications) now owned by the Grantor. The Grantor shall provide Agent on an a quarterly basis with a list of all patents, patent applications and copyright and trademark applications and registrations filed or obtained by the Grantor subsequent to the issuance of the previous list, which applications and registrations, if any, shall be subject to the terms and conditions of the Security Agreement and this Agreement.

4. Effect on Credit Agreement; Cumulative Remedies. The Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or the Lenders under the Credit Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent and the Lenders with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Credit Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, NEITHER AGENT NOR ANY LENDER SHALL HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE AND CONTINUATION OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE AND CONTINUATION OF AN EVENT OF DEFAULT THE GRANTOR SHALL HAVE ALL OF SUCH RIGHTS EXCLUSIVELY.

5. Termination. When no Credit Exposure exists, the security interests and other encumbrances created hereunder shall terminate and all rights to the Intellectual Property shall revert to the Grantor. Upon any termination of the security interests or release of Intellectual Property, Agent will, at the expense of the Grantor, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the termination of the security interests created hereby or the release of such Intellectual Property, as the case may be.

6. Binding Effect; Benefits. This Agreement shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

7. Filing of Agreement. In the event that either party hereto desires to file this Agreement with the United States Patent and Trademark Office ("PTO") such party shall (i) complete accurately and include as part of such filing, the Recordation Form Cover Sheet and shall indicate on such cover sheet that the nature of the conveyance is a security agreement (ii) provide the other party with copies of such filings; and (iii) pay all applicable filing fees.

8. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

UNITED CENTRAL INDUSTRIAL SUPPLY  
COMPANY, L.L.C.

By: Peter M. Gotsch  
Title: Peter M. Gotsch - Vice President

Accepted and Agreed to:

ANTARES CAPITAL CORPORATION, as Agent

By: Daniel U. Barry  
Its: Director

## SCHEDULE C

### TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Trademark Registration No.</u>	<u>Registration Date</u>
NATIONAL MINE SERVICE	2,321,260	February 22, 2000
Helmet Design (Design only)	2,326,041	March 7, 2000

### TRADEMARK APPLICATIONS

None