

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Utility Supply of America, Inc.		07/09/2004	CORPORATION: ILLINOIS

RECEIVING PARTY DATA	
Name:	Bank One, NA
Street Address:	111 E. Busse Avenue
Internal Address:	Attn: Mr. Robert Hamman
City:	Mount Prospect
State/Country:	ILLINOIS
Postal Code:	60056
Entity Type:	Bank: ILLINOIS

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2266004	USA BLUEBOOK
Registration Number:	2252348	UTILITY SUPPLY OF AMERICA

CORRESPONDENCE DATA	
Fax Number:	(312)580-2201
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3125802318
Email:	chansen@fagelhaber.com
Correspondent Name:	FagelHaber LLC
Address Line 1:	55 E. Monroe, 40th Floor
Address Line 2:	Attn: Clinton P. Hansen
Address Line 4:	Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Clinton P. Hansen, Esq.
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Total Attachments: 10
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of the 9th day of July, 2004, by and between Utility Supply of America, Inc., an Illinois corporation ("Borrower"), and Bank One, NA, a national banking association (the "Bank").

WITNESSETH:

WHEREAS, contemporaneously herewith, Borrower, desires the Bank to provide and continue to provide certain extensions of credit, loans or other financial accommodations to Borrower (the "Financial Accommodations") pursuant to that certain Amended and Restated Loan and Security Agreement of even date herewith by and between Borrower and the Bank (as amended, renewed or restated from time to time, the "Loan Agreement"), and the other agreements, documents and instruments referenced in or executed and delivered pursuant to the Loan Agreement;

WHEREAS, as a condition to the Bank providing the Financial Accommodations to Borrower, the Bank has required Borrower to execute and deliver this Agreement in order to secure the prompt and complete payment, observance and performance of all of the Liabilities and the Covenants; and

WHEREAS, this Agreement amends and restates in its entirety that certain Trademark Security Agreement dated as of September 28, 2001, executed and delivered by Borrower to the Bank (the "Prior Agreement").

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, Borrower agrees as follows:

1. **Defined Terms.**

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. **Incorporation of Premises.** The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. **Incorporation of the Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. **Security Interest in Trademarks.** To secure the complete and timely payment, performance and satisfaction of all of the Liabilities and the Covenants, Borrower hereby reaffirms its prior grant to the Bank of all security interests and liens in and to the "Trademarks" and "Licenses" (hereinafter defined) pledged pursuant to the Prior Agreement and grants to the Bank a security interest

TRADEMARK

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in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Borrower's now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule "A" attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Borrower's business symbolized by the foregoing and connected therewith, and (e) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Borrower is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule "B" attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

5. **Restrictions on Future Agreements.** Borrower will not, without Bank's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Borrower further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to Bank under this Agreement or the rights associated with the Trademarks or Licenses.

6. **New Trademarks and Licenses.** Borrower represents and warrants to the Bank that (a) the Trademarks listed on Schedule "A" include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by Borrower, (b) the Licenses listed on Schedule "B" include all of the trademark license agreements and service mark license agreements under which Borrower is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by Borrower to any Person other than the Bank. If, prior to the termination of this Agreement, Borrower shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license

agreement, the provisions of paragraph 4 above shall automatically apply thereto. Borrower shall give to the Bank written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Borrower hereby authorizes the Bank to modify this Agreement unilaterally (i) by amending Schedule "A" to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule "B" to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule "A" or "B" thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

7. **Royalties.** Borrower hereby agrees that the use by the Bank of the Trademarks and Licenses as authorized hereunder in connection with the Bank's exercise of its rights and remedies under paragraph 15 below or pursuant to the Loan Agreement shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Bank to Borrower.

8. **Right to Inspect; Further Assignments and Security Interests.** The Bank may at all reasonable times (and at any time when an Event of Default or Default exists) have access to, examine, audit, make copies (at Borrower's expense) and extracts from and inspect Borrower's premises and examine Borrower's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, the Bank shall use reasonable efforts not to disturb unnecessarily the conduct of Borrower's ordinary business operations. From and after the occurrence of a Default or Event of Default, Borrower agrees that the Bank, or a conservator appointed by the Bank, shall have the right to establish such reasonable additional product quality controls as the Bank or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Borrower agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of the Bank, (ii) to maintain the quality of such products as of the date hereof, and (iii) not to change the quality of such products in any material respect without the Bank's prior and express written consent.

9. **Nature and Continuation of the Bank's Security Interest; Termination of the Bank's Security Interest.** This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Liabilities have been paid in full in cash and the Loan Agreement has been terminated. When all of the Liabilities and Covenants have been indefeasibly paid and satisfied in full and this Agreement has terminated, the Bank shall promptly execute and deliver to Borrower, at Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate the Bank's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Bank pursuant to this Agreement or the Loan Agreement.

10. **Duties of Borrower.** Borrower shall have the duty, to the extent desirable in the normal conduct of Borrower's business, to: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) make application for trademarks or service marks. Borrower further agrees (i) not to abandon any Trademark or License without the prior written consent of the Bank, and (ii) to use its

best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of Borrower's business. Any expenses incurred in connection with the foregoing shall be borne by Borrower. The Bank shall not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, the Bank shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but may do so at its option from and after the occurrence of a Default or Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Borrower and shall be added to the Liabilities secured hereby.

11. **The Bank's Right to Sue.** From and after the occurrence of an Event of Default or Default, the Bank shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Bank shall commence any such suit, Borrower shall, at the request of the Bank, do any and all lawful acts and execute any and all proper documents required by the Bank in aid of such enforcement. Borrower shall, upon demand, promptly reimburse the Bank for all costs and expenses incurred by the Bank in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Bank).

12. **Waivers.** The Bank's failure, at any time or times hereafter, to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of the Bank thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Borrower and the Bank have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Agreement shall be deemed to have been suspended or waived by the Bank unless such suspension or waiver is in writing signed by an officer of the Bank and directed to Borrower specifying such suspension or waiver.

13. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. **Cumulative Remedies; Power of Attorney.**

(a) Borrower hereby irrevocably designates, constitutes and appoints the Bank (and all Persons designated by the Bank in its sole and absolute discretion) as Borrower's true and lawful attorney-in-fact, and authorizes the Bank and any of the Bank's designees, in Borrower's or the Bank's name, to take any action and execute any instrument which the Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence of an Event of Default or Default, to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Bank in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Bank deems in its best interest. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Liabilities and Covenants shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Bank under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of an Event of Default and the election by the Bank to exercise any of its remedies under the Uniform Commercial Code with respect to the Trademarks and Licenses, Borrower agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Bank or any transferee of the Bank and to execute and deliver to the Bank or any such transferee all such agreements, documents and instruments as may be necessary, in the Bank's sole discretion, to effect such assignment, conveyance and transfer. All of the Bank's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Loan Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, the Bank may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement and any of the Other Agreements. Borrower agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Bank may give any shorter notice that is commercially reasonable under the circumstances.

16. **Successors and Assigns.** This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of the Bank and its nominees, successors and assigns. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower; provided, however, that Borrower shall not voluntarily assign or transfer its rights or obligations hereunder without the Bank's prior written consent.

17. **Governing Law.** This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflict of laws provisions) and decisions of the State of Illinois.

18. **Notices.** All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

19. **Section Titles.** The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.


20. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

21. **Merger.** This Agreement represents the final agreement of the Borrower with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Borrower and the Bank.

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

UTILITY SUPPLY OF AMERICA, INC.,
an Illinois corporation

By:
Its:




President

Accepted and agreed to as of
the day and year first above written.

BANK ONE, NA

By:
Its:



ASAC - Director

SCHEDULE "A"
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

None, except:

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
USABluebook	August 3, 1999	2266004
Utility Supply of America	June 15, 1999	2252348
Plant Pro	Not Registered	

Trademark and Service Mark Applications

None, except:

<u>Trademark</u>	<u>Application Date</u>	<u>Serial No.</u>
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SCHEDULE "B"
TO
TRADEMARK SECURITY AGREEMENT

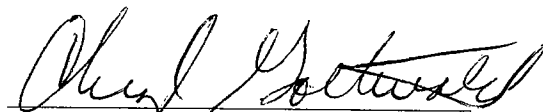
License Agreements

None, except:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was acknowledged before me by William Graham, the President of Utility Supply of America, Inc., on behalf of such corporation.

GIVEN under my hand an notarial seal this 9 day of July, 2004.



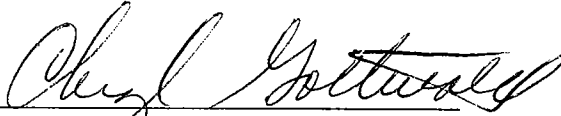
Notary Public



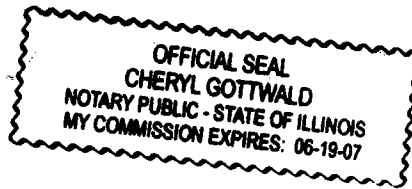
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was acknowledged before me by Patrick Fravel, Associate Director, of Bank One, on behalf of such Bank.

GIVEN under my hand an notarial seal this 9th day of July, 2004.



Notary Public



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