Form	PΊ	'O -1	[594	(Rev.	06/04)	
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Form PTO-1594 (Rev. 06/04) OMB Collection 0651-0027 (exp. 6/30/2005)	U.S. DEPARTMENT OF COMMERC United States Patent and Trademark Office			
RECORDATION FO	ORM COVER SHEET			
TRADEMA	RKS ONLY			
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.				
1. Name of conveying party(ies)/Execution Date(s):	2. Name and address of receiving party(ies)			
Wetherill Associates, Inc.	Additional names, addresses, or citizenship attached?			
wouldth resociates, no.	Name: General Electric Capital Corporation, as Agent			
 	Internal			
Individual(s) Association	Address:			
General Partnership	Street Address: 201 Mcrritt 7 P.O. Box 5201			
Corporation-State	City; Norwalk			
Other	State: CT			
Citizenship (see guidelines) Delaware	Country: USA Zip; 06856			
Execution Date(s) 3/8/2004	Association Citizenship Delaware			
Additional names of conveying parties attached? Yes No	General Partnership Citizenship			
3. Nature of conveyance:	Limited Partnership Citizenship			
	Corporation Citizenship Dolaware			
Assignment Merger	Other Cltizenship			
✓ Security Agreement	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No			
Other	(Designations must be a separate document from assignment)			
4. Application number(s) or registration number(s) and				
A. Trademark Application No.(s)	B. Trademark Registration No.(s) 1,409,313			
C. Identification or Description of Trademark(s) (and Filing	Additional sheet(s) attached? Yes V No Date if Application or Registration Number is unknown):			
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
5. Name & address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and			
Name: Julie Tamburo	registrations Involved:			
Internal Address: Bingham McCutchen LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$_40.00			
	✓ Authorized to be charged by credit card			
Street Address: 150 Fcdcral Street	Authorized to be charged to deposit account Enclosed			
Street Address.				
City: Boston	8. Payment Information:			
State: MA Zip: 02110	a. Credit Card Last 4 Numbers			
Phone Number: 617-951-8055	Expiration Date 10/07			
Fax Number: 617-951-8736	b. Deposit Account Number			
Email Address: julie.tamburo@bingham.com	Authorized User Name			
9. Signature: () In Jan bun	November 19 2004			
Signature	Date			
Julie Tamburo	Total number of pages including cover			

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or malled to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Name of Person Signing

sheet, attachments, and document:

CONTINUATION OF ITEM 1-RECORDATION FORM COVER SHEET

Wetherill Rebuilders Supply, Inc., a Delaware Corporation Wetherill Properties, LTD., a Pennsylvania limited partnership Wetherill Enterprises, Inc., a Delaware corporation Wetherill Cyma, Inc., a Delaware corporation

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 8, 2004, by WETHERILL ASSOCIATES, INC., a Delaware corporation ("WAI"), WETHERILL PROPERTIES, LTD., a Pennsylvania limited partnership ("WP", and together with WRS and WAI collectively referred to herein as the "Borrowers"), WETHERILL ENTERPRISES, INC., a Delaware corporation ("WEI"), and WETHERILL CYMA, INC., a Delaware corporation ("Wetherill CYMA") (WEI and Wetherill CYMA are collectively referred to herein as "Guarantors" and, together with the Borrowers, the "Grantors" and each individually a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

<u>WITNESSETH:</u>

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantors, Agent and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans and to, incur Letter of Credit Obligations on behalf of, Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in <u>Annex A</u> thereto to the Credit Agreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on <u>Schedule I</u> hereto;
 - (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.
- 3. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

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IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WETHERILL ENTERPRISES, INC.

By: July Due Name: Jeffery W. Sween
Name: Jerrery W. Sween Title: Vice President
Tide, <u>vice-Fresident</u>
WETHERILL CYMA, INC.
By: Jeffery W. Sween Title: President
WETHERILL ASSOCIATES, INC.
By: W. Sween Title: President
WETHERILL REBUILDERS SUPPLY, INC
By:
WETHERILL PROPERTIES, LTD.
By: Wetherill Management Group, Inc., its sole general partner
By:

Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as agent for Lenders

Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK

ss:

COUNTY OF NEW YORK

0-4- 2h	mark	, in the year <u>2004</u>	
On the <u>0</u> da	y ox <u>///arch</u>	$\underline{}$, in the year $\frac{2007}{}$	_ before me, the
undersigned, a Notary Public in	and for said state, a	personally appeared	
Jefferey W. Sween,	ersonally known to	o me or proved to me on ti	he basis of
satisfactory evidence to be the in	ndividual(s) whose	name(s) is (are) subscribe	ed to the within
instrument and acknowledged to	me that he/she/the	y executed the same in hi	s/her/their capacits
(capacities), and that by his/her/	their signature(s) o	n the instrument, the indix	idual(s), or the
person upon behalf of which the	individual(s)-acted	l, executed the instrument	
		In C Sorensen	/
	Notary Public		
	My Commiss	ion Expires:	
		JOHN C. SORENSEN	
	Note	ary Public, State of New York	
{seal}	Qı	No. 31-4881109 palified in New York County	_
(oour)	Comr	mission Expires Dec. 29, 2006	\$

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS

I. TRADEMARKS

A. Wetherill Associates, Inc.

Mark	Registration/Application Number	Registration Date	
R (and design)	#2,677,955	1/21/03	
RENARD (stylized)	#2,677,954	1/21/03	
WRS (and design)	#2,713,191	5/6/03	
WBD (stylized)	#2,683,461	2/4/03	
WBD	#1,903,373	7/4/95	
WAI (and design)	#1,996,997	8/27/96	
WAI	#1,904,100	7/11/95	
Fastfind	Pending App. #75-441995	2/27/98	

B. <u>Transpo Electronics, Inc.</u> (trademarks acquired by Wetherill Associates, Inc.)

<u>Mark</u>	Country	<u>Class</u>	Reg. (Appl.) No.	Reg. (Appl.) Date
TEI SOLUTIONS	U.S.			
TRANSPO	U.S.		2,578,907	6/11/2002
TRANSPO	Colombia	9	260080	2/3/2003
TRANSPO	Germany	9	2 050 553	10/10/1992
TRANSPO	Italy	9	00653380	6/7/1995
TRANSPO	U.K.	9	1,514,818	10/5/1992
TRANSPO and Design	U.S.		2,576,365	6/4/2002
TRANSPO and Design	Colombia	9	260081	2/3/2003
TRANSPO ELECTRONICS	Florida	19	920,930	6/22/1979
TRANSPO ELECTRONICS CORPORATION T.E.C.	Peru*			

^{*} Application filed. Pending receipt of certificate of registration by 4/7/04.

C. Wetherill Rebuilders Supply, Inc.

None.

D. Wetherill Properties, Ltd.

None.

E. Wetherill Cyma, Inc.

None.

F. <u>Wetherill Enterprises, Inc.</u>

None.

II. TRADEMARK LICENSES

None.

RECORDED: 11/19/2004

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