

12-14-2004

Form PTO-1594 (Rev. 06/04)

OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark OfficeREC
T

102825677

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):

United Central Industrial
Supply Company, L.L.C.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State

☒ Other Limited Liability CompanyDelaware
Citizenship (see guidelines)Execution Date(s) August 27, 2004Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?

☐ Yes
☒ NoName: Antares Capital Corporation

Internal

Address:

Street Address: 311 S. Wacker DriveCity: ChicagoState: IllinoisCountry: USA Zip: 60606☐ Association Citizenship☐ General Partnership Citizenship☐ Limited Partnership Citizenship☒ Corporation Citizenship Delaware☐ Other CitizenshipIf assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2326041; 2321260

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Elizabeth J. BurnsInternal Address: Latham & Watkins LLPStreet Address: 233 S. Wacker Drive
Suite 5800City: ChicagoState: Illinois Zip: 60606Phone Number: 312-876-7629Fax Number: 312-943-9767Email Address: Elizabeth.Burns@LW.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature:

Elizabeth J. Burns

Signature

December 10, 2004

Date

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450TRADEMARK
REEL: 002992 FRAME: 011612/14/2004 5:01 PM
01:00:00
02:00:00
03:00:00
04:00:00
05:00:00
06:00:00
07:00:00
08:00:00
09:00:00
10:00:00
11:00:00
12:00:00

12.13.04

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 27, 2004 by United Central Industrial Supply Company, L.L.C., a limited liability company (the "Grantor"), in favor of ANTARES CAPITAL CORPORATION, a Delaware corporation, as the Agent for the several financial institutions from time to time party to this Agreement (collectively, the "Lenders" and individually each a "Lender") and for itself as a Lender, and such Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor and the Lender, Lenders have agreed to make available to the Grantor, a revolving credit facility (including a letter of credit subfacility) and a term loan.

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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Article XI of the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. 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 Schedule I 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 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. SECURITY AGREEMENT. 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. Grantor hereby acknowledges and affirms 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]

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

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

By: 

Name: Loren J. Schlachet

Title: Vice President/Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

ANTARES CAPITAL CORPORATION
as Agent and as the Lender

By: _____

Name: _____

Title: Director

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois)

COUNTY OF Cook)

ss.

On this 27 day of August, 2004 before me personally appeared Loren J. Schlachet, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of United Central Industrial Supply Company, L.L.C., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

{seal}



[Signature Page to Trademark Security Agreement]

S-1

TRADEMARK
REEL: 002992 FRAME: 0119

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

MarkReg. No.Date

Trademark	Country /State	Serial No. /Filing Date	Reg. No./ Registered	Class/Goods and Services	Status	Owner
DESIGN MARK	U.S.	75626866 01/25/1999	2326041 03/07/2000	35, wholesale distributorships featuring mining supplies and equipment	Registered; Affidavit of use due 03/07/2006; Renewal due 03/07/2010.	United Central Industrial Supply Company, LLC
NATIONAL MINE SERVICE	U.S.	75627274 01/26/1999	2321260 02/22/2000	35, wholesale distributorships featuring mining supplies and equipment	Registered; Affidavit of use due 02/22/2006; Renewal due 02/22/2010.	United Central Industrial Supply Company, LLC

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

Name of Agreement, Parties, Date of Agreement

None.