

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Industrial Distribution Group, Inc.		07/18/2005	CORPORATION: DELAWARE
IDG USA, LLC		07/18/2005	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	One Federal Street
Internal Address:	Mail Stop: MA5-503-07-19
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2315561	IDG INDUSTRIAL DISTRIBUTION GROUP
Registration Number:	2586931	FLEXIBLE PROCUREMENT SOLUTIONS
Registration Number:	1998588	INNOSOURCE

CORRESPONDENCE DATA

Fax Number: (617)227-4420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6172390632
 Email: agrandy@palmerdodge.com
 Correspondent Name: Adam M Grandy
 Address Line 1: 111 Huntington Avenue
 Address Line 2: Palmer & Dodge LLP
 Address Line 4: Boston, MASSACHUSETTS 02199

NAME OF SUBMITTER:	Adam M Grandy
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CH \$90.00 2315561

Signature:	/Adam M Grandy/
Date:	07/18/2005
Total Attachments: 9 source=00193210#page1.tif source=00193210#page2.tif source=00193210#page3.tif source=00193210#page4.tif source=00193210#page5.tif source=00193210#page6.tif source=00193210#page7.tif source=00193210#page8.tif source=00193210#page9.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT is made as of July 18, 2005, by the undersigned (“Pledgor”) to and in favor of BANK OF AMERICA, N.A., not individually, but in its capacity as “Administrative Agent” under the Credit Agreement defined below (“Secured Party”).

W I T N E S S E T H:

WHEREAS, Pledgor was party to that certain Trademark Security Agreement dated as of December 22, 2000 (the Existing TM Agreement) in favor of First Union National Bank, not individually but in its capacity as “Administrative Agent” under the Existing Credit Agreement;

WHEREAS, pursuant to a certain Amended and Restated Credit Agreement (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), dated as of even date herewith, among Pledgor and Secured Party and the other parties thereto, Pledgor has agreed to execute and deliver in favor of Secured Party this Agreement;

WHEREAS, this Agreement amends and restates the Existing TM Agreement in its entirety;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Secured Party to make credit extensions to Pledgor pursuant to the Credit Agreement, Pledgor agrees with Secured Party as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

2. Grant of Security Interest. For good and valuable consideration, receipt of which is hereby acknowledged, to secure all of the Secured Obligations (hereinafter defined), Pledgor does hereby mortgage, pledge, hypothecate, and grant to Secured Party a continuing security interest in, to, and under, all rights, titles and interests of Pledgor in, to and under the following property (the “Trademark Collateral”), whether now existing or hereafter arising or acquired:

(a) all trademarks, including each trademark referred to in Item A (“Trademarks”) of Attachment 1 hereto;

(b) all trademark licenses, including each trademark license referred to in Item B (“Trademark Licenses”) of Attachment 1 hereto;

(c) all reissues, continuations, extensions or renewals of any of the items described in clauses (a) and (b); and

(d) all products and proceeds of, and rights associated with, the foregoing, including (i) any claim by any Pledgor against third parties for past, present, or future infringement of any trademark, trademark registration, or trademark license, including any trademark, trademark

registration or trademark license referred to in Item A and Item B of Attachment 1 hereto, and (ii) rights to royalties and other payments with respect to the foregoing.

3. Secured Obligations. This Agreement and the security interest granted hereunder to the Administrative Agent secures all Obligations, as that term is defined in the Credit Agreement, or any extensions, renewals, refinancings, restructurings, modifications or replacements, in whole or in part, of or for any of the foregoing, and including, without limitation, any interest which would accrue on the foregoing indebtedness, obligations or liabilities but for the filing by or against Pledgor of a proceeding under any bankruptcy, insolvency, receivership or moratorium law. All of the foregoing indebtedness, obligations or other liabilities are herein collectively called the "Secured Obligations".

4. Security Agreement. This Agreement has been executed and delivered by Pledgor for the purpose of registering the security interest of Agent in the Trademark Collateral with the United States Patent and Trademark Office and perfecting the security interest therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interests granted to Secured Party under the Credit Agreement and the other Loan Documents. The Credit Agreement and the other Credit Documents (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with their respective terms.

5. Release of Security Interest. At such time as the Secured Obligations have been paid in full and the Credit Agreement has been terminated, Secured Party shall, at Pledgor's expense, execute and deliver to Pledgor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted thereunder.

6. Acknowledgment. Pledgor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

7. Collateral Document, Etc. This Agreement is a Credit Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

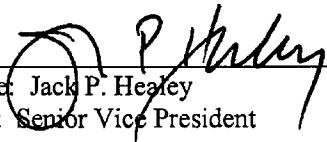
8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and applicable federal laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, and Pledgor has affixed its seal hereto, as of the day and year first above written.

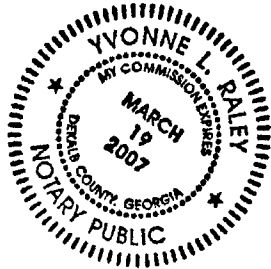
Pledgor:

INDUSTRIAL DISTRIBUTION GROUP, INC.

By:  _____
Name: Jack P. Healey
Title: Senior Vice President

State/Commonwealth of Georgia)
County of DeKalb)

On this 16th day of July, 2005, before me, the undersigned notary public, personally appeared Jack P. Healey, proved to me through satisfactory evidence of identification, which was GA DRIVERS LICENSE, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as Senior Vice President of Industrial Distribution Group, Inc., a Delaware corporation.

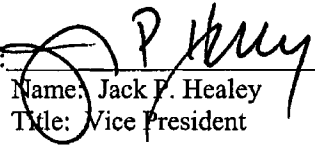


Yvonne Raley
Notary Public

Pledgor:

IDG USA, LLC

By: _____


Name: Jack P. Healey
Title: Vice President

State/Commonwealth of Georgia)
County of DeKalb)

On this 18th day of July, 2005, before me, the undersigned notary public, personally appeared Jack P. Healey, proved to me through satisfactory evidence of identification, which was GA DRIVERS LICENS to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as Vice President of IDG USA, LLC, a Georgia limited liability company.



Yvonne L. Raley
Notary Public

Acknowledged and Accepted:

Secured Party:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 

Name: Matthew T. O'Keefe
Title: Senior Vice President

Commonwealth of Massachusetts)
)
County of Suffolk)

On this 7th day of July, 2005, before me, the undersigned notary public, personally appeared Matthew T. O'Keefe, proved to me through satisfactory evidence of identification, which was his Driver's license, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as Senior Vice President of Bank of America, N.A., a National Banking Association.

Jolanta M. Bialek
Notary Public

JOLANTA M. BIALEK, NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 9, 2008

Attachment 1
to
Trademark Security Agreement

Item A. Trademarks or Service Marks

<u>Mark</u>	<u>Owner</u>	<u>Registration No.</u>
Industrial Distribution Group (with logo)	Industrial Distribution Group, Inc.	2315561
Flexible Procurement Solutions	Industrial Distribution Group, Inc.	2586931
InnoSource	IDG USA, LLC	1998588

Item B. Trademark Licenses

None.