

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
Brooks Equipment Company, Inc.		08/23/2005	CORPORATION: NEVADA
Chief Supply Corporation		08/23/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association, as Administrative Agent
Street Address:	301 South Tryon Street
Internal Address:	T-28, NC0334
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288
Entity Type:	NATIONAL BANKING ASSOCIATION:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1413770	BECO
Registration Number:	2544328	POWER RITE
Registration Number:	2741536	POWER RITE
Registration Number:	2626048	THE DUTY MASTER
Registration Number:	2589340	CHIEF'S PRIDE
Registration Number:	2349153	AMERICAN RESOURCES
Registration Number:	2389241	CHIEF SUPPLY
Registration Number:	2386961	CHIEF SUPPLY
Registration Number:	2264746	MEDAIDE
Registration Number:	1858458	ARCTIC FADEGUARD
Registration Number:	1872080	EVIDENCE FILM

CORRESPONDENCE DATA

900032125

**TRADEMARK
 REEL: 003159 FRAME: 0665**

OP \$290.00 1413770

Fax Number: (312)701-7711
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3127017237
Email: cdore@mayerbrownrowe.com
Correspondent Name: Christopher Dore
Address Line 1: 71 South Wacker Dr.
Address Line 2: Mayer Brown Rowe & Maw LLP
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Christoher Dore
Signature:	/Christopher Dore/
Date:	09/13/2005

Total Attachments: 4
source=TM SI#page1.tif
source=TM SI#page2.tif
source=TM SI#page3.tif
source=TM SI#page4.tif

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of August 23, 2005 (the "Security Agreement") by and among the Obligors thereto (each an "Obligor" and collectively, the "Obligors") and Wachovia Bank, National Association, as Administrative Agent (the "Administrative Agent") for the lenders referenced therein (the "Lenders"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Administrative Agent for the ratable benefit of the Lenders:

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark</u>	<u>Owner</u>
1,413,770	Mark: BECO	October 14, 1986.	BROOKS EQUIPMENT COMPANY, INC
2,544,328	Mark: POWER RITE	March 5, 2002	BROOKS EQUIPMENT COMPANY, INC
2,741,536	Mark: POWER RITE & design	July 29, 2003	BROOKS EQUIPMENT COMPANY, INC
2,626,048	Mark: THE DUTY MASTER	September 24, 2002	CHIEF SUPPLY CORPORATION
2,589,340	Mark: CHIEF'S PRIDE	July 2, 2002	CHIEF SUPPLY CORPORATION
2,349,153	Mark: AMERICAN RESOURCES	May 9, 2000	CHIEF SUPPLY CORPORATION
2,389,241	Mark: CHIEF	September 26, 2000	CHIEF SUPPLY CORPORATION

2,386,961	SUPPLY Mark: CHIEF SUPPLY (AND DESIGN)	September 19, 2000	CHIEF SUPPLY CORPORATION
2,264,746	Mark: MEDAIDE	July 27, 1999	CHIEF SUPPLY CORPORATION
1,858,458	Mark: ARCTIC FADEGUARD	October 18, 1994	CHIEF SUPPLY CORPORATION
1,872,080	Mark: EVIDENCE FILM	January 3, 1995	CHIEF SUPPLY CORPORATION
T27,506	Mark: EVIDENCE IN FILM (Oregon State Trademark Registration)	October 7, 1993	CHIEF SUPPLY CORPORATION
T27,505	Mark: ARCTIC FADEGUARD (Oregon State Trademark Registration)	October 7, 1993	CHIEF SUPPLY CORPORATION

TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	<u>Description of Trademark Applied For</u>	<u>Date of Trademark Application</u>
----------------------------------	-------------------------------------------------	------------------------------------------

The Obligors and the Administrative Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

BROOKS EQUIPMENT COMPANY, INC.

By: 

Name: Eric O. Smith

Title: President, Chief Financial Officer, and Secretary

CHIEF SUPPLY CORPORATION

By: 

Name: Eric O. Smith

Title: President, Chief Financial Officer, and Secretary

Acknowledged and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____

Name:

Title:

The Obligors and the Administrative Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

BROOKS EQUIPMENT COMPANY, INC.

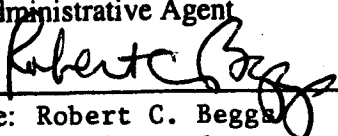
By: _____
Name: Eric O. Smith
Title: President, Chief Financial Officer, and Secretary

CHIEF SUPPLY CORPORATION

By: _____
Name: Eric O. Smith
Title: President, Chief Financial Officer, and Secretary

Acknowledged and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By:  _____
Name: Robert C. Beggs
Title: Vice President