

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																										
NATURE OF CONVEYANCE:	SECURITY INTEREST																																										
CONVEYING PARTY DATA																																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Amsan, LLC</td> <td></td> <td>06/30/2005</td> <td>Limited Liability Company: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Amsan, LLC		06/30/2005	Limited Liability Company: DELAWARE																																			
Name	Formerly	Execution Date	Entity Type																																								
Amsan, LLC		06/30/2005	Limited Liability Company: DELAWARE																																								
RECEIVING PARTY DATA																																											
Name:	American Capital Financial Services, Inc.																																										
Street Address:	2 Bethesda Metro Center																																										
Internal Address:	14th Floor																																										
City:	Bethesda																																										
State/Country:	MARYLAND																																										
Postal Code:	20814																																										
Entity Type:	CORPORATION: DELAWARE																																										
PROPERTY NUMBERS Total: 19																																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 15%;">Number</th> <th style="width: 65%;">Word Mark</th> </tr> <tr><td>Registration Number:</td><td>2565492</td><td>AMSAN</td></tr> <tr><td>Registration Number:</td><td>2565493</td><td>AMSAN</td></tr> <tr><td>Registration Number:</td><td>2464679</td><td>AMSAN</td></tr> <tr><td>Registration Number:</td><td>2541649</td><td>AMSAN</td></tr> <tr><td>Registration Number:</td><td>2942331</td><td>AMSAN</td></tr> <tr><td>Registration Number:</td><td>2369493</td><td>AMSAN</td></tr> <tr><td>Registration Number:</td><td>2078034</td><td>MATCRAFTERS</td></tr> <tr><td>Registration Number:</td><td>1768359</td><td>GSI</td></tr> <tr><td>Registration Number:</td><td>777199</td><td>COE 64</td></tr> <tr><td>Registration Number:</td><td>815665</td><td>EASTERDAY</td></tr> <tr><td>Registration Number:</td><td>700279</td><td>STERILE</td></tr> <tr><td>Registration Number:</td><td>791962</td><td>THE LIQUID SNAKE</td></tr> <tr><td>Registration Number:</td><td>1227218</td><td>TILE KLENZ</td></tr> </table>	Property Type	Number	Word Mark	Registration Number:	2565492	AMSAN	Registration Number:	2565493	AMSAN	Registration Number:	2464679	AMSAN	Registration Number:	2541649	AMSAN	Registration Number:	2942331	AMSAN	Registration Number:	2369493	AMSAN	Registration Number:	2078034	MATCRAFTERS	Registration Number:	1768359	GSI	Registration Number:	777199	COE 64	Registration Number:	815665	EASTERDAY	Registration Number:	700279	STERILE	Registration Number:	791962	THE LIQUID SNAKE	Registration Number:	1227218	TILE KLENZ	
Property Type	Number	Word Mark																																									
Registration Number:	2565492	AMSAN																																									
Registration Number:	2565493	AMSAN																																									
Registration Number:	2464679	AMSAN																																									
Registration Number:	2541649	AMSAN																																									
Registration Number:	2942331	AMSAN																																									
Registration Number:	2369493	AMSAN																																									
Registration Number:	2078034	MATCRAFTERS																																									
Registration Number:	1768359	GSI																																									
Registration Number:	777199	COE 64																																									
Registration Number:	815665	EASTERDAY																																									
Registration Number:	700279	STERILE																																									
Registration Number:	791962	THE LIQUID SNAKE																																									
Registration Number:	1227218	TILE KLENZ																																									

CH \$490.00 2565492

900032846

TRADEMARK
REEL: 003165 FRAME: 0812

Registration Number:	1447483	VANETTES
Registration Number:	1475008	
Registration Number:	1481286	M MAINTENANCE SUPPLY CO. INC.
Serial Number:	78576112	AMSAN
Serial Number:	78576883	AMSAN E-ACCESS
Serial Number:	78576215	RENOWN

CORRESPONDENCE DATA

Fax Number: (214)758-1550

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2147581500

Email: estafford@pattonboggs.com

Correspondent Name: Darren W. Collins

Address Line 1: 2001 Ross Avenue

Address Line 2: Suite 3000

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	09/27/2005

Total Attachments: 6

source=AMSAN#page1.tif

source=AMSAN#page2.tif

source=AMSAN#page3.tif

source=AMSAN#page4.tif

source=AMSAN#page5.tif

source=AMSAN#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 30th day of June, 2005 by AMSAN, LLC, a Delaware limited liability company ("**Grantor**"), in favor of American Capital Financial Services, Inc., a Delaware corporation, in its capacity as Agent for the Purchasers party to the Purchase Agreement (the "**Grantee**").

WITNESSETH

WHEREAS, Grantor and Grantee are parties to a certain Purchase Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Purchase Agreement**") providing for the extensions of credit to be made to Grantor by Purchasers; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "**Security Agreement**"), Grantor has granted to Grantee, for the benefit of Grantee and the Purchasers, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Purchase Agreement and Security Agreement. The Purchase Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Purchasers, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and


(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Subordination. This Agreement is, and the rights granted to Agent and the Purchasers hereunder are, subject to the terms of that certain Intercreditor Agreement dated as of the date hereof, by and among Agent, each Second Lien Lender, Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as First Lien Agent, Debtor and Holdings, as the same may be amended, restated, supplemented or otherwise modified from time to time. Notwithstanding anything to the contrary set forth in this Agreement or any other Financing Document, (x) Debtor shall not have any obligation to deliver to Agent any instrument, chattel paper, certificated security, or like document or instrument pertaining to any Collateral, with respect to which a security interest in such Collateral may be perfected by possession and is required by the terms of the First Lien Debt Documents to be delivered to the First Lien Agent and (y) neither Agent nor Purchasers shall have any right to exercise any right or remedy hereunder, including without limitation, with respect to adjusting or receiving insurance proceeds or taking action under control agreements, except in accordance with the Intercreditor Agreement.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AMSAN, LLC,
a Delaware limited liability company

By: 
Name: Philip Macneels
Title: CEO

Agreed and Accepted
As of the Date First Written Above

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as Agent

By: _____
Name: _____
Title: _____

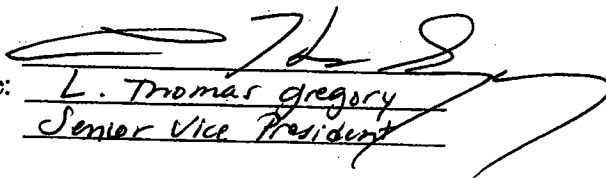
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AMSAN, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as Agent

By: 
Name: L. Thomas Gregory
Title: Senior Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
AMSAN	2,565,492	April 30, 2002
AMSAN	2,565,493	April 30, 2002
AMSAN	2,464,679	June 26, 2001
AMSAN and Design	2,541,649	February 19, 2002
AMSAN and Design	2,942,331	April 19, 2005
AMSAN and Design	2,369,493	July 18, 2000
MATCRAFTERS	2,078,034	July 18, 1997
GSI	1,768,359	May 4, 1993, renewed on April 11, 2003
COE 64	777,199	September 22, 1964
EASTERDAY AND DESIGN	815,665	September 27, 1966
STERILE	700,279	June 28, 1960
THE LIQUID SNAKE	791,962	June 29, 1965
TILE KLENZ	1,227,218	February 15, 1983, renewed on April 11, 2003
VANETTES (Stylized)	1,447,483	July 14, 1987
FLYING HONEY BEE DESIGN	1,475,008	February 2, 1988
MAINTENANCE SUPPLY CO. INC. (Logo)	1,481,286	March 22, 1988

STATE TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>State and Registration No.</u>	<u>Date Registered</u>
BREAKERS PRODUCTS	Florida Reg. No. T-16167	August 11, 1992
MANNY'S BIG M SANITARY SUPPLY Logo	Louisiana Reg. No. RRO 57-7937	May 1, 2003
M MANNY'S SINCE 1967 Logo	Louisiana Reg. No. JNE 57-7935	May 1, 2003
TASK MASTER	Washington Reg. No. 9,075	December 5, 2004

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
AMSAN	78/576,112	February 28, 2005
AMSAN E-ACCESS	78/576,883	February 28, 2005
RENOWN	78/576,215	February 28, 2005