

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
AEC, Inc.		04/06/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1817805	VACTRAC
Registration Number:	1826618	
Registration Number:	1478554	LASERTEMP
Registration Number:	1431728	AEC
Registration Number:	1429135	AEC
Registration Number:	1425586	AEC
Registration Number:	1390216	AEC
Registration Number:	1275836	APPLICATION AUTOMATION
Registration Number:	1009482	W WHITLOCK
Registration Number:	1009493	W WHITLOCK
Registration Number:	1009133	WHITLOCK
Registration Number:	1002247	WHITLOCK
Registration Number:	1002248	W WHITLOCK
Registration Number:	0824391	WHITLOCK

OP \$365.00 1817805

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher c/o Goldberg Kohn
Address Line 1: 55 East Monroe Street
Address Line 2: Suite 3700
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3972.048
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	04/07/2006

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 6, 2006, by AEC, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Sterling Products, Inc., a Delaware corporation ("Sterling"), ACS Auxiliaries Group, Inc., a Delaware corporation ("ACS"), Fred S. Carver, Inc., a Wisconsin corporation ("Carver"), and Wabash Metal Products, Inc., a Wisconsin corporation ("Wabash"; together with Sterling, ACS and Carver, collectively, the "Borrowers" and individually each a "Borrower"), Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to, and incur Letter of Credit Obligations for the benefit of Borrowers and guaranteed by Grantor;

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 Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (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, Grantor is 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, Grantor hereby agrees as follows:

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

AEC, INC.

By: 

Name: Jeffery A. DePianty

Title: Assistant Secretary

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: _____

Name: _____

Title: _____

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.

AEC, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

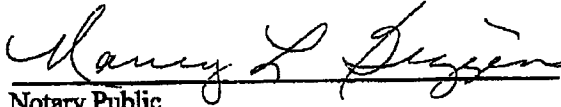
By: *[Signature]*
Name: *Samuel Ecker*
Title: *Duly authorized signatory*

ACKNOWLEDGMENT OF GRANTOR

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

ss.

On this 6th day of April, 2006 before me personally appeared Jeffery A. DePlanty, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AEC, Inc., 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

NANCY L. BIGGINS
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Sept. 14, 2007

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

MARK	REG. NO.	REG. Date
Vactrac	1817805	01/25/94
Droplogo (design only)	1826618	04/15/94
Lasertemp	1478554	03/01/88
AEC	1431728	04/10/87
AEC	1429135	02/17/87
AEC	1425586	01/20/87
AEC	1390216	04/15/86
Application Automation	1275836	05/01/84
W Whitlock	1009482	04/29/75
W Whitlock	1009493	04/29/75
Whitlock	1009133	04/22/75
Whitlock	1002247	01/21/75
W Whitlock	1002248	01/21/75
Whitlock	0824391	02/21/67

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None