

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
United Central Industrial Supply Company, L.L.C.		04/28/2006	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2326041		
Registration Number:	2321260	NATIONAL MINE SERVICE	
Serial Number:	78709906	TRIUNE	
Serial Number:	76656718	NATIONAL MINE SERVICE	
Serial Number:	76656717	NATIONAL MINE SERVICE COMPANY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3125778265		
<b>Email:</b>	kristin.brozovic@kattenlaw.com		
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten Muchin		
<b>Address Line 1:</b>	525 W Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	207170-00210		

**CH \$140.00 2326041**

NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	04/28/2006
Total Attachments: 5 source=TMSA#page1.tif source=TMSA#page2.tif source=TMSA#page3.tif source=TMSA#page4.tif source=TMSA#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 28, 2006, is between **UNITED CENTRAL INDUSTRIAL SUPPLY COMPANY, L.L.C.**, a Delaware limited liability company (the "Grantor"), and **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, as Agent (in such capacity, the "Grantee"), for the benefit of itself and all financial institutions that from time to time become lenders (the "Lenders") under the Credit Agreement (as hereinafter defined).

### RECITALS

**WHEREAS**, the Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

**WHEREAS**, UCIS Acquisition Co., a Delaware corporation and predecessor by merger to the Grantor (the "Borrower") has entered into that certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with ASP United Holding Co., the other Credit Parties party thereto, the Grantee, as Agent, for the benefit of Lenders, and as a Lender and the other Lenders party thereto providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Grantee, the Grantor, by joinder, and the other Persons party thereto, the Grantor has granted to the Grantee for the benefit of the Grantee and Lenders a security interest in substantially all the assets of the Grantor including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by the Grantor's Trademarks, and all proceeds thereof other than any Excluded Collateral (as defined in the Security Agreement), to secure the payment of the "Liabilities" (as defined in the Security Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (but specifically excluding any Excluded Collateral) (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the United States Trademarks, United States Trademark registrations (together with any reissues, continuations or extensions thereof) and United States Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, such Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, such Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the United States Trademarks and United States Trademark registrations referred to in **Schedule 1** annexed hereto, the United States Trademark registrations issued with respect to the United States Trademark applications referred in **Schedule 1** and the United States Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement and is not intended to increase the rights of the Grantee or the obligations of the Grantor beyond the rights and obligations contained in the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee 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.

[Remainder of page intentionally left blank; signature page to follow.]


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

UNITED CENTRAL INDUSTRIAL SUPPLY  
COMPANY, L.L.C., a Delaware limited liability  
company

By:

Name:

Title:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Trademark Security Agreement

TRADEMARK  
REEL: 003299 FRAME: 0734

**Schedule 1 to Trademark Security Agreement**

**U.S. Trademark Registrations and Applications**

<b>Trademark</b>	<b>Country</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Registered</b>	<b>Class/Goods and Services</b>	<b>Status</b>	<b>Owner</b>
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
ANDERSON MAVOR	Alabama		106417 04/19/1995	7, manufacture, machinery		NATIONAL MINE SERVICE, INC.  STATE REGISTRATION
TRIUNE	U.S.	78/709,906 09/9/05			Registration Pending	UNITED CENTRAL INDUSTRIAL SUPPLY COMPANY, LLC
NATIONAL MINE SERVICE	U.S.	76656718 03/16/06		35, wholesale distributorships featuring mining supplies and equipment	Registration Pending	UNITED CENTRAL INDUSTRIAL SUPPLY COMPANY, LLC
NATIONAL MINE SERVICE COMPANY	U.S.	76656717 03/16/06		35, wholesale distributorships featuring mining supplies and equipment	Registration Pending	UNITED CENTRAL INDUSTRIAL SUPPLY COMPANY, LLC

**Foreign Trademark Registrations and Applications**

None.

**Trademark Licenses**

None.