

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Foothill	FORMERLY Foothill Capital Corporation	04/28/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	STS Operating, Inc.		
Street Address:	2301 Windsor Court		
City:	Addison		
State/Country:	ILLINOIS		
Postal Code:	60101		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0656070	AIR-DRECO	
Registration Number:	1532394	S	
CORRESPONDENCE DATA			
Fax Number:	(312)861-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-861-2000		
Email:	knunemaker@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	200 East Randolph Drive		
Address Line 2:	Krista L. Nunemaker, Esq.		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	32674-201		
NAME OF SUBMITTER:	Krista L. Nunemaker		
Signature:	/Krista L. Nunemaker/		

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Date:

05/02/2006

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of April ~~28~~, 2006 ("Effective Date") by and between **STS OPERATING, INC.**, a Delaware corporation, with its principal office at 2301 Windsor Court, Addison, Illinois 60101 ("Pledgor"), and **WELLS FARGO FOOTHILL** (f/k/a Foothill Capital Corporation), a California corporation, with its principal office at 1111 Santa Monica Boulevard, Suite 1500, Los Angeles, California 90025 ("Agent").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Pledgor and Agent dated September 28, 2001 (the "Trademark Security Agreement"), Pledgor granted to Agent a Lien (as defined in the Loan Agreement, which is defined below) upon and security interest in, and a mortgage upon, all of Pledgor's right, title and interest in, to and under the Collateral (as defined in the Trademark Security Agreement), including, without limitation, the United States trademark registrations and applications set forth on Schedule A attached hereto, the state trademark registrations set forth on Schedule B attached hereto, the foreign trademark registrations set forth on Schedule C attached hereto and the trademark licenses set forth on Schedule D attached hereto, in each case, together with the goodwill associated therewith;

WHEREAS, Pledgor and Agent entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Loan and Security Agreement by and between Pledgor and Agent dated September 28, 2001 (the "Loan Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on October 15, 2002, at Reel 2603, Frame 0267; and

WHEREAS, Pledgor has paid all of its outstanding indebtedness to Agent.

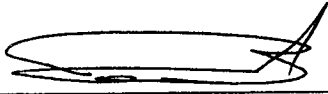
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all Liens, security interests and mortgages it has against the Collateral.

Agent shall, at Pledgor's expense, take all further actions, and provide to Pledgor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Pledgor to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

WELLS FARGO FOOTHILL
(f/k/a Foothill Capital Corporation)

By 
Name: David J. Sanchez
Its: Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Registration No.	Application No.	Status
ACTIVATION (and design)		75/092,803	Application abandoned
ACTIVATION (and design)	729,705		Registration cancelled
AIR-DRECO	656,070		
AUROCANE	1,689,851		Registration cancelled
S (stylized)	1,532,394		
SUNSOURCE INDUSTRIAL SERVICES	2,188,456		Registration cancelled

SCHEDULE B

State Trademark Registrations

Trademark	State
J.N. FAUVER CO.	Wisconsin

SCHEDULE C

Foreign Trademark Registrations

Trademark	Country	Registration No.
SUNSOURCE INDUSTRIAL SERVICES	Canada	TMA505774
SUNSOURCE INDUSTRIAL SERVICES	Mexico	620859
SUNSOURCE INDUSTRIAL SERVICES	Mexico	618955

SCHEDULE D

Trademark Licenses

1. SMC Pneumatics, Inc. Partnering Distributor Agreement with J.N. Fauver Co. dated June 1, 1994 for certain counties in Southern California. The license, which is non-exclusive and non-transferable, is for limited rights to trademarks, trade names and symbols relating to SMC products.
2. SMC Pneumatics, Inc. Partnering Distributor Agreement with Activation dated November 29, 1993 for Alabama, Georgia, Mississippi, North Carolina, South Carolina, Tennessee, and certain counties in Florida. The license, which is non-exclusive and non-transferable, is for limited rights to trademarks, trade names and symbols relating to SMC products.
3. SMC Pneumatics, Inc. Partnering Distributor Agreement with Walter Norris dated November 17, 1993 for certain parts of Illinois and Iowa. The license, which is non-exclusive and non-transferable, is for limited rights to trademarks, trade names and symbols relating to SMC products.
4. Norgren Distributor Agreement by and between IMI Norgren, Inc. and SunSource dated January 5, 2000 for certain counties in Illinois. The license, which is non-exclusive, revocable and non-transferable, is for limited rights to trademarks, trade names and symbols relating to Norgren products.
5. Norgren Distributor Agreement by and between IMI Norgren, Inc. and SunSource/Air-Dreco dated February 1, 1998 for Louisiana and Oklahoma, and certain counties in Texas and Mississippi. The license, which is non-exclusive, revocable and non-transferable, is for limited rights to trademarks, trade names and symbols relating to Norgren products.
6. NO Incorporated Distributorship Agreement with Fauver Company, Inc. dated June 1, 1996 for Michigan, West Virginia and Ohio, and parts of Wisconsin, Maryland, Pennsylvania, Indiana and Kentucky. The license, which is revocable, is for limited rights to trade names and trademarks relating to CUNO products.