

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|----------|----------------|-----------------------|
| STS Operating, Inc. | | 04/28/2006 | 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: 7

| Property Type | Number | Word Mark |
|----------------------|---------|------------|
| Registration Number: | 2966522 | SUNSOURCE |
| Registration Number: | 1532394 | S |
| Registration Number: | 967004 | PABCO |
| Registration Number: | 2965018 | ACTIVATION |
| Registration Number: | 2951506 | AIR-DRECO |
| Registration Number: | 656070 | AIR-DRECO |
| Registration Number: | 2951505 | FAUVER |

CORRESPONDENCE DATA

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3125778265
 Email: kristin.brozovic@kattenlaw.com
 Correspondent Name: Kristin Brozovic c/o Kattin Muchin
 Address Line 1: 525 W Monroe Street
 Address Line 4: Chicago, ILLINOIS 60661

CH \$190.00 2966522

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| ATTORNEY DOCKET NUMBER: | 207170-00215 |
| NAME OF SUBMITTER: | Kristin Brozovic |
| Signature: | /Kristin Brozovic/ |
| Date: | 05/04/2006 |
| Total Attachments: 7 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif | |

TRADEMARK SECURITY AGREEMENT

WHEREAS, STS OPERATING, INC., a Delaware corporation ("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, Grantor, as Borrower, has entered into that certain Credit Agreement dated as of April 28, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with General Electric Capital Corporation, as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders"), and such Lenders, 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 of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all 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), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, 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, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (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 Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and 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, each 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, each Trademark license; and
- (3) 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 Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill

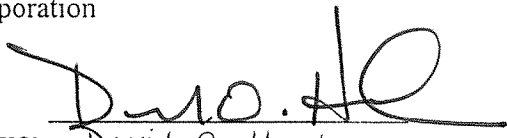
associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

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

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on April 28, 2006.

STS OPERATING, INC., a Delaware corporation

By: 
Name: David O. Hawkins
Title: VP

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on April 28, 2006.

STS OPERATING, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: Maura Fitzgerald
Name: Maura Fitzgerald
Title: Duly Authorized Signatory

U.S. Trademark Registrations

| <u>HOLDER</u> | <u>MARK</u> | <u>REGISTRATION NUMBER</u> | <u>REGISTRATION DATE</u> |
|---------------------|-------------|--------------------------------|------------------------------|
| STS Operating, Inc. | SunSource | 2,966,522 | 7/12/2005 |
| STS Operating, Inc. | STYLIZED“S” | 1,532,394 | 3/28/1989 |
| STS Operating, Inc. | PABCO | 967,004 | 8/28/1973 |
| STS Operating, Inc. | ACTIVATION | 2,965,018 | 7/5/2005 |
| STS Operating, Inc. | AIR DRECO | 2,951,506 | 5/17/2005 |
| STS Operating, Inc. | AIR DRECO | 656,070 | 12/24/1957 |
| STS Operating, Inc. | FAUVER | 2,951,505 | 5/17/2005 |

Foreign Trademark Registrations

| <u>HOLDER</u> | <u>MARK</u> | <u>COUNTRY</u> | <u>REGISTRATION NUMBER</u> | <u>REGISTRATION DATE</u> |
|------------------------|-------------------------------------|----------------|--------------------------------|------------------------------|
| STS Operating, Inc. | SunSource Industrial Services | Canada | TMA505774 | 12/12/1998 |
| STS Operating, Inc. | SunSource Industrial Services | Mexico | 620859 & 618995 | 8/31/1999 & 8/25/1999 |

U.S. Trademark Applications

None.

State Trademark Registrations

| <u>HOLDER</u> | <u>MARK</u> | <u>REGISTRATION NUMBER</u> | <u>REGISTRATION DATE</u> | <u>STATE</u> |
|---------------------------------------------|-------------------------|--------------------------------|------------------------------|--------------|
| STS Operating, Inc. | Fauver | W130000088 | 5/11/1988 | Wisconsin |
| STS Operating, Inc. (d/b/a SunSource) | Wistech Controls Co. | 99819 | 12/23/2010 | Arizona |

U.S. Trademark Licenses

1. Agreements governing trademarks licensed to STS Operating, Inc. by IMI Norgren, Inc.

Distributor Agreement dated October 17, 2004 by and between IMI Norgren Inc. and STS Operating, Inc. (for AZ and NM).

Distributor Agreement dated February 10, 2005 by and between IMI Norgren Inc. and STS Operating, Inc. (for CO, UT, portions of KS, portions of NE, portions of WY and portions of NV).

Distributor Agreement dated November 1, 2004 by and between IMI Norgren Inc. and STS Operating, Inc. (for portions of GA).

Distributor Agreement dated November 1, 2004 by and between IMI Norgren Inc. and STS Operating, Inc. (for portions of IL and portions of IN).

Distributor Agreement dated November 1, 2004 by and between IMI Norgren Inc. and STS Operating, Inc. (for portions of OH, portions of KY and portions of WV).

Distributor Agreement dated November 1, 2004 by and between IMI Norgren Inc. and STS Operating, Inc. (for portions of MI).

Distributor Agreement dated November 1, 2004 by and between IMI Norgren Inc. and STS Operating, Inc. (for portions of OH and portions of MI).

Distributor Agreement dated November 1, 2004 by and between IMI Norgren Inc. and STS Operating, Inc. (for TN, portions of VA and portions of MS).

2. Agreements governing trademarks licensed to STS Operating, Inc. by CUNO, Incorporated.

Distributorship Agreement Fluid Processing – Electronics dated March 1, 2005 by and between CUNO, Incorporated and SunSource.

Distributorship Agreement Fluid Processing – Electronics dated June 1, 2004 by and between CUNO, Incorporated and STS Operating, Inc.

Distributorship Agreement Healthcare – Food/Beverage dated March 1, 2005 by and between CUNO, Incorporated and SunSource.

Distributorship Agreement Healthcare – Food/Beverage dated June 1, 2004 by and between CUNO, Incorporated and STS Operating, Inc.

Distributorship Agreement Healthcare – Pharmaceuticals/Bioprocessing/Biologicals dated March 1, 2005 by and between CUNO, Incorporated and SunSource.

Distributorship Agreement Healthcare – Pharmaceuticals/Bioprocessing/Biologicals dated June 1, 2004 by and between CUNO, Incorporated and STS Operating, Inc.

Distributorship Agreement Fluid Processing – Except Electronics dated March 1, 2005 by and between CUNO, Incorporated and SunSource.

Distributorship Agreement Fluid Processing – Except Electronics dated June 1, 2004 by and between CUNO, Incorporated and STS Operating, Inc.