

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
Holman Boiler Works, Inc.		07/21/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	AmSouth Bank
Street Address:	5001 Spring Valley Road
Internal Address:	Suite 153-W
City:	Dallas
State/Country:	TEXAS
Postal Code:	75244
Entity Type:	Bank: ALABAMA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1443562	THE BOILER SUPERMARKET
Registration Number:	1441988	THE BOILER SUPERMARKET
Registration Number:	1497069	HOLMAN BOILER WORKS INC.
Registration Number:	1496676	HOLMAN BOILER WORKS INC.
Registration Number:	1448885	
Registration Number:	1460767	

CORRESPONDENCE DATA

Fax Number: (404)572-5128
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-572-4786
 Email: epolak@kslaw.com
 Correspondent Name: King & Spalding
 Address Line 1: 1180 Peachtree St.
 Address Line 2: ATTN: Gerald T. Woods

CH \$165.00 1443562

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 02532.009004

NAME OF SUBMITTER: Gerald T. Woods

Signature: /Gerald T. Woods/

Date: 08/15/2006

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

WHEREAS, Holman Boiler Works, Inc., a Delaware corporation (“Grantor”) and AmSouth Bank (“Bank”) are parties to that certain Loan and Security Agreement dated as of July 21, 2006 (as the same may be amended and in effect from time to time, the “Loan Agreement”) providing for extensions of credit to be made to Grantor by Bank, subject to the terms and conditions set forth in the Loan Agreement; and

WHEREAS, Grantor has granted to Bank 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 General Intangibles (as defined in the Loan Agreement), including trademarks, trademark registrations, trademark applications and trademark licenses, to secure, inter alia, the payment of the Obligations; and

WHEREAS, 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;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Bank a continuing security interest in all of its respective 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) all Trademarks, 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 Trademarks or trademark licensed under any Trademark License.

The following terms, as used herein, have the meanings set forth below:

“Trademarks” means collectively all of the following now owned or hereafter created or acquired by Grantor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political

subdivision thereof, including, without limitation, those described in Schedule 1 annexed hereto; (b) all reissues, extensions or renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

“Trademark License” means any written agreement now or hereafter in existence granting to Grantor any right to use any Trademark (excluding any such agreement if and to the extent that any attempt to grant a security interest hereunder in any such agreement without the consent of a third party would constitute a breach thereof and such consent has not been obtained by Grantor), including, without limitation, the agreements described in Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interests granted to Bank pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

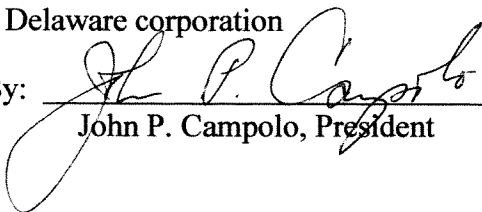
[Signature pages follow.]

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

GRANTOR:

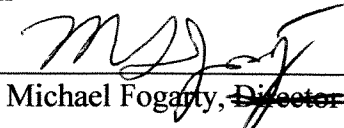
HOLMAN BOILER WORKS, INC.,
a Delaware corporation

By: _____


John P. Campolo, President

Acknowledged:

AMSOUTH BANK,
as Bank

By: 
Michael Fogarty, ~~Director~~ Senior Vice President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

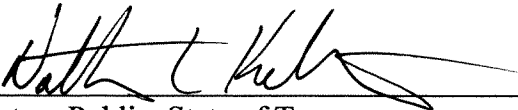
This instrument was acknowledged before me on July ____, 2006, by John P. Campolo, President of Holman Boiler Works, Inc., a Delaware corporation, on behalf of said corporation.

Notary Public, State of Texas

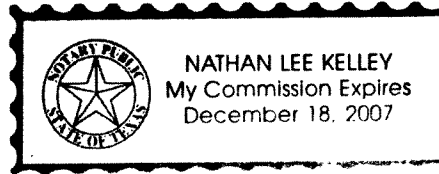
ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on July 24, 2006, by Michael Fogarty,
Director of AmSouth Bank.



Notary Public, State of Texas



Schedule 1
to Trademark
Security Agreement

UNITED STATES TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
	<u>The Boiler Supermarket</u>		<u>1,443,562</u>	<u>June 16, 1987</u>
	<u>The Boiler Supermarket</u>		<u>1,441,988</u>	<u>June 9, 1987</u>
	<u>Holman Boiler Works, Inc. and design</u>		<u>1,497,069</u>	<u>July 19, 1988</u>
	<u>Holman Boiler Works, Inc., and Design</u>		<u>1,496,676</u>	<u>July 19, 1988</u>
	<u>Design</u>		<u>1,448,885</u>	<u>July 21, 1987</u>
	<u>Design</u>		<u>1,460,767</u>	<u>October 13, 1987</u>

UNITED STATES TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Date of Filing</u>
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FOREIGN TRADEMARK REGISTRATIONS

FOREIGN TRADEMARK APPLICATIONS

TRADEMARK LICENSES

UNREGISTERED TRADEMARKS