

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement to that certain Second Lien Credit Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Safeguard Industrial Supply, LLC		03/12/2007	LIMITED LIABILITY COMPANY: DELAWARE
AramSCO Holdings, Inc.		03/12/2007	CORPORATION: DELAWARE
Bulls Eye Environmental, Inc.		03/12/2007	CORPORATION: PENNSYLVANIA
AramSCO Inc.		03/12/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC
Street Address:	4445 Willard Avenue
Internal Address:	12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	75613936	ARAMSCO
Serial Number:	73428577	A ARAMSCO
Serial Number:	76444548	LYNX
Serial Number:	76444338	LYNX
Serial Number:	76287761	TRI-TUFF
Serial Number:	75929076	CHEM-SAFE
Serial Number:	76578448	A ARAMSCO PROTECTING AMERICA'S PATRIOTS
Serial Number:	76578447	A ARAMSCO PROTECTING AMERICA'S PATRIOTS
Serial Number:	77081324	SAFEGUARD INDUSTRIAL SUPPLY

OP \$240.00 75613936

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2147581500
Email: estafford@pattonboggs.com
Correspondent Name: Darren W. Collins
Address Line 1: 2001 Ross Avenue; Suite 3000
Address Line 2: Patton Boggs LLP
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	013043.0440
NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	03/23/2007

Total Attachments: 17
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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Lien Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "**IP Security Agreement**") is made and effective as of March 12, 2007, by SAFEGUARD INDUSTRIAL SUPPLY, LLC, a Delaware limited liability company ("**Borrower**"); ARAMSCO HOLDINGS, INC., a Delaware corporation ("**Holdings**"); ARAMSCO, INC., a Delaware corporation ("**AramSCO**"); and BULLS EYE ENVIRONMENTAL, INC., a Pennsylvania corporation ("**Bulls Eye**", and together with Borrower, Holdings and Aramsco, including any of their respective successors or permitted assignees, collectively, jointly and severally, "**Grantors**" and each a "**Grantor**"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as agent for the Lenders (as defined in the Credit Agreement (as defined below)) (in such capacity, the "**Agent**"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement.

RECITALS

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of the date hereof, by and among each Grantor, the Agent and the Lenders party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend to Borrower certain amounts pursuant to the credit facility set forth therein (the "**Loan**"); and

WHEREAS, it is a condition precedent to the obligation of the Agent and the Lenders to execute and perform under the Credit Agreement that Grantors shall have executed and delivered this IP Security Agreement to the Agent, for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the willingness of the Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loan to Borrower pursuant thereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure each Grantor's prompt and complete payment and the performance of all of such Grantor's Obligations under the Credit Agreement, each Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property (all such non-excluded collateral, the "**IP Collateral**");

(a) All of the following now owned or hereafter adopted or acquired by any Grantor: (i) all copyright rights in any work subject to copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise (whether registered or

unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, including those set forth on Schedule A attached hereto, and (ii) all reissues, extensions or renewals thereof (collectively, the “**Copyrights**”);

(b) All of the following in which any Grantor now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all provisional applications or applications for letters patent of the United States or of any other country, 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 or any other country, including those set forth on Schedule B attached hereto, and (ii) all reissues, re-examinations, continuations, continuations-in-part or extensions thereof (collectively, the “**Patents**”);

(c) All of the following now owned or hereafter adopted or acquired by any Grantor: (i) all trademarks (whether registered or unregistered), trade names, trade styles, service marks, logos (whether registered or unregistered), all registrations and recordings thereof, and all applications (other than intent-to-use applications) in connection therewith, including registrations, recordings and applications (other than intent-to-use applications) in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, including those set forth on Schedule C attached hereto, (ii) all reissues, extensions or renewals thereof, and (iii) all goodwill associated with or symbolized by any of the foregoing (collectively, the “**Trademarks**”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “**Domain Names**”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks file and record this IP Security Agreement in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. License. For the purpose of enabling Agent to exercise rights and remedies under Section 7 of the Security Agreement solely at and during such time as Agent shall be lawfully entitled to exercise such rights and remedies after the occurrence and during the continuance of an Event of Default, each Grantor hereby grants to Agent, for the benefit of the Lender Parties, an irrevocable (until the full performance and satisfaction and indefeasible payment in full in cash of all Obligations (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted) and the termination of all Commitments and the Credit Agreement (the "Termination Date")), nonexclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, license or sublicense any Intellectual Property now owned or hereafter acquired by any Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all Software and programs used for the compilation or printout thereof. Agent hereby agrees it will not use, license or sublicense any of Grantors' Intellectual Property in a manner that could dilute, weaken, invalidate or otherwise void such Intellectual Property (including the IP Collateral).

4. Power of Attorney. Each Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Lenders, a power of attorney, to, after the occurrence and during the continuance of an Event of Default, act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time, to take any action and to execute any instrument that the Agent may deem necessary to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (without first obtaining any Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C and Schedule D hereof, as appropriate, to include references to any registered Intellectual Property (or application or license therefor) acquired by any Grantor after the execution hereof or to delete any reference to any IP Collateral in which any Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (without first obtaining any Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any necessary documents in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise (in the case of each of clause (i) and clause (ii) above, to the extent Grantors fail to do so within ten (10) Business Days after Agent's request, unless such delay would prejudice any interest or right of Grantor or Agent);

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the IP Collateral without the signature of any Grantor unless prohibited by applicable law; and

(d) To (i) endorse any Grantor's name on all applications, documents, papers and instruments necessary for Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Agent deems to be in the best interest of Agent, (iii) grant or issue any non-exclusive license under the IP Collateral to anyone or (iv) assign or pledge the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Termination Date.

5. Release. The security interests granted herein will terminate (and all rights to the IP Collateral will revert to Grantors) in accordance with the provisions of Section 12.3 of the Credit Agreement. Upon any such termination, the Agent (at the Grantors' request and sole expense) will promptly execute and deliver to Grantors (with such customary representations and warranties from a secured lender releasing its lien as Grantors may reasonably request) such documents as the Grantors may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. Each Grantor hereby agrees to provide the Agent, for the ratable benefit of the Lenders, together with each delivery of financial statements described in Section (a)(ii) of Exhibit C-1 of the Credit Agreement, a schedule of newly registered Copyrights, Patents and Trademarks (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Security Agreement. The rights and remedies of Grantors and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Credit Agreement or the other Loan Documents, the provisions of the Credit Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

(c) Notwithstanding anything to the contrary contained in this IP Security Agreement, the rights and remedies of the Agent and Lenders hereunder and the priorities with respect to all security interests granted to the Agent for the benefit of the Lenders hereunder shall be governed by the terms of the Intercreditor Agreement, dated as of the date hereof, between the Agent, as agent for the Lenders under the First Lien Credit Agreement, and the Agent as agent for the Lenders under the Second Lien Credit Agreement.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

SAFEGUARD INDUSTRIAL SUPPLY, LLC

By:



Name:

William S. Green

Title:

President

ACKNOWLEDGMENT

STATE OF NEW JERSEY)

) :ss

COUNTY OF GLoucester)

On March 12th, 2007, before me, personally appeared William GREEN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Daria I. Lomas

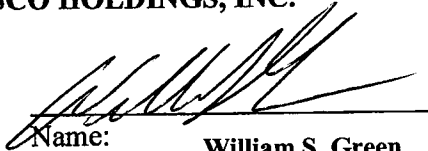
Notary Public:

**DARIA I. LOMAS
NOTARY PUBLIC OF NEW JERSEY**

My Commission expires: **MY COMMISSION EXPIRES
APRIL 6, 2008**

ARAMSCO HOLDINGS, INC.

By:



Name:

William S. Green

Title:

President

ACKNOWLEDGMENT

STATE OF NEW JERSEY)

) :ss

COUNTY OF GLOUCESTER)

On March 14th, 2007, before me, personally appeared William GREEN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Daria I. Lomas

Notary Public:

My Commission expires

DARIA I. LOMAS

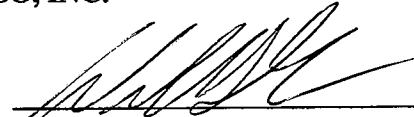
NOTARY PUBLIC OF NEW JERSEY

MY COMMISSION EXPIRES

APRIL 6, 2008

ARAMSCO, INC.

By:



Name: **William S. Green**
Title: **President**

ACKNOWLEDGMENT

STATE OF NEW JERSEY)

) :ss

COUNTY OF GLOUCESTER)

On March 12th, 2007, before me, personally appeared WILLIAM GREEN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Daria I. Lomas

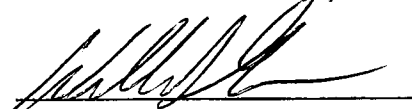
Notary Public:

My Commission expires:

**DARIA I. LOMAS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES
APRIL 6, 2008**

BULLS EYE ENVIRONMENTAL, INC.

By:



Name: **William S. Green**
Title: **President**

ACKNOWLEDGMENT

STATE OF NEW JERSEY)

) :SS

COUNTY OF GLOUCESTER)

On March 27th, 2007, before me, personally appeared William Green, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Daria I. Lomas

Notary Public:

My Commission expires
DARIA I. LOMAS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES
APRIL 6, 2008

SCHEDULE A

COPYRIGHT COLLATERAL

None

SCHEDULE B

PATENT COLLATERAL

None

SCHEDULE C

TRADEMARK COLLATERAL

Tradenames:

AramSCO

Bulls Eye Environmental, Inc.

Bulls Eye Corporation

Trademark Registrations:

1. ARAMSCO® (registration number 75613936)
2. A ARAMSCO® (registration number 73428577)
3. LYNX®; (registration number 76,444,548)
4. LYNX (registration number 76,444,338).
5. Tri-Tuff®; (registration number 76287761)
6. Chem-Safe®; (registration number 75929076)
7. A ARAMSCO PROTECTING AMERICA'S PATRIOTS (serial number 76,578,448).
8. A ARAMSCO PROTECTING AMERICA'S PATRIOTS (serial number 76,578,447).
9. SAFEGUARD INDUSTRIAL SUPPLY (pending – serial number 77081324)

SCHEDULE D

DOMAIN NAMES

www.aramsco.com

www.bullseyecorp.com

www.safeguardindustrial.com