

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
McBride Electric, Inc.		07/02/2007	CORPORATION: KANSAS

RECEIVING PARTY DATA

Name:	Golub Capital Incorporated
Street Address:	551 Madison Avenue, 6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2966509	M POWER MCBRIDE NATIONWIDE POWER DATA SOLUTIONS
Registration Number:	2234138	SERVICE - ONE STEP BEYOND
Registration Number:	0940731	M
Registration Number:	1142882	MCBRIDE ELECTRIC
Registration Number:	3222307	M POWER MCBRIDE NATIONWIDE PEOPLE. PROCESS. RESULTS.

CORRESPONDENCE DATA

Fax Number: (215)655-2371
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2126415634
 Email: jamela.debelak@dechert.com
 Correspondent Name: Jamela Debelak
 Address Line 1: 30 Rockefeller Plaza
 Address Line 4: New York, NEW YORK 10112

CH \$140.00 2966509

ATTORNEY DOCKET NUMBER:	378368-388239
NAME OF SUBMITTER:	Jamela Debelak
Signature:	/jamela debelak/
Date:	07/02/2007

Total Attachments: 6

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EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made by McBride America, Inc., a Delaware corporation ("Holdco"), McBride Electric, Inc., a Kansas corporation ("Borrower"), and the other parties that become a party hereto from time to time after the date hereof pursuant to Section 6.13(a) of the Credit Agreement (as hereafter defined) (such parties, together with Holdco and Borrower, each individually a "Grantor" and collectively, the "Grantors"), in favor of GOLUB CAPITAL INCORPORATED, as administrative agent ("Administrative Agent") for the lenders (each a "Lender" and collectively the "Lenders") party to that certain Credit Agreement dated as of the date hereof among the Grantors, the Administrative Agent and the Lenders (the "Credit Agreement").

WHEREAS, Grantors own (a) the Trademarks (as defined in the Credit Agreement), including those registered trademarks and pending trademark applications listed on Schedule 1 and annexed hereto and all trademark registrations issuing from such trademark applications, all reissues, extensions and renewals thereof and all goodwill associated therewith or symbolized thereby and all common law Trademarks related thereto (the "Trademark Collateral"), (b) the Patents (as defined in the Credit Agreement), including those issued patents and pending patent applications listed on Schedule 1 and annexed hereto and all patents issuing from such patent applications and all improvements thereto and any and all divisionals, continuations, continuations-in-part, reissues, reexaminations and extensions of any such patents and patent applications (the "Patent Collateral"), and (c) the Copyrights (as defined in the Credit Agreement), including those registered copyrights and pending copyright registration applications listed on Schedule 1 and all registrations issuing from such applications and all reissues, extensions and renewals thereof (the "Copyright Collateral", and collectively with the Trademark Collateral and Patent Collateral, the "IP Collateral");

WHEREAS, under the Security Agreement, dated as of the date hereof among the Grantors and the Administrative Agent (the "Security Agreement"), Grantors are obligated to the Administrative Agent for the payment and performance of the Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantors have granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a continuing security interest in, lien and mortgage in and to, right of setoff against and collateral assignment of all of Grantors' right, title and interest in and to their personal and real property and all rights to such personal and real property, in each case, whether now owned or existing or hereafter acquired or arising and regardless of where located, including, without limitation, the IP Collateral, to secure the payment and performance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Grantors do hereby do grant to the Administrative Agent, for the benefit of Administrative Agent and the Lenders, a continuing security interest in, lien and mortgage in and to, right to setoff against and collateral assignment of all of Grantors' right, title and interest in and to the IP Collateral to secure the payment and performance of the Obligations. Notwithstanding anything herein to the contrary, this Agreement is subject to the provisions of the Credit Agreement and the Security Agreement.

2. Grantors do hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in and lien on the IP Collateral made and granted hereby are more fully set forth in the Security Agreement and other Note Documents (as defined in the Security Agreement), the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

3. Grantors hereby authorize and request the Director of Patents and Trademarks of the U.S. Patent and Trademark Office and the Register of Copyrights of the U.S. Copyright Office and any official of any country or countries foreign to the United States of America whose duty it is to register trademarks, patents or copyrights on applications as aforesaid, to record this Agreement and such other documents and filings that may be submitted by Administrative Agent in connection with this Agreement.

4. At Grantors' expense, Grantors agree to perform all further acts and execute and deliver all further documents and/or instruments which may be reasonably necessary to carry out the provisions of this Agreement, including, without limitation, cooperating fully with Administrative Agent to perfect the security interest in the IP Collateral hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Agreement as of the date first set forth above.

GRANTORS:

MCBRIDE AMERICA, INC.

By: Barbara M. Henry
Name:
Title:

MCBRIDE ELECTRIC, INC.

By: _____
Name:
Title:

Signature page to IP Security Agreement

TRADEMARK
REEL: 003572 FRAME: 0562

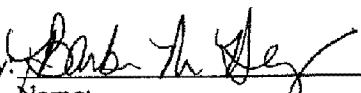
IN WITNESS WHEREOF, the undersigned has executed and delivered this Agreement as of the date first set forth above.

GRANTORS:

MCBRIDE AMERICA, INC.

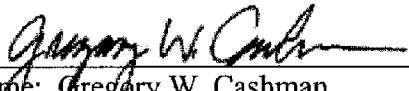
By: _____
Name:
Title:

MCBRIDE ELECTRIC, INC.

By:  _____
Name:
Title:

Signature page to IP Security Agreement

GOLUB CAPITAL INCORPORATED,
as Administrative Agent

By: 
Name: Gregory W. Cashman
Title: Chief Investment Officer

SCHEDULE 1
IP COLLATERAL

(a) Trademark Collateral

Registrant/Applicant: McBride Electric, Inc.

<u>Marks</u>	<u>Type</u>	<u>Registration/ Application Number</u>	<u>Status</u>
M POWER MCBRIDE NATIONWIDE POWER DATA SOLUTIONS	Service Mark	2,966,509	Registered July 12, 2005
SERVICE – ONE STEP BEYOND	Service Mark	2,234,138	Registered March 23, 1999
M (and design)	Service Mark	940,731	Renewed May 17, 2002
MCBRIDE ELECTRIC	Service Mark	1,142,882	Renewed March 28, 2001
M POWER MCBRIDE NATIONWIDE PEOPLE. PROCESS. RESULTS	Service Mark	3,222,307	Registered March 27, 2007

(b) Patent Collateral

None.

(c) Copyright Collateral

None.