

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement pursuant to Note and Equity Purchase Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Imperial Supplies LLC		10/09/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	American Capital Financial Services, Inc.
Street Address:	2 Bethesda Metro Center, 14th Floor
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	78051453	ECOSAFE
Serial Number:	78474266	HUMMINGBIRD
Serial Number:	78280189	I
Serial Number:	77287428	IMPERIAL
Serial Number:	77269246	IMPERIAL
Serial Number:	78051769	IMPERIALLOY
Serial Number:	78051357	IMPERIALBOLT
Serial Number:	78280441	IMPERIALOK
Serial Number:	78044221	NYCRIMP
Serial Number:	78043967	SABRE BIT
Serial Number:	74149576	SCANTEL
Serial Number:	74157005	SCANTEL
Serial Number:	78051373	SEAL-A-CRIMP

CH \$390.00 78051453

Serial Number:	78044011	SEAL-A-SPLICE
Serial Number:	78044225	VYCRIMP

CORRESPONDENCE DATA

Fax Number: (312)660-0471
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-861-6371
Email: rprescan@kirkland.com
Correspondent Name: Renee Prescan
Address Line 1: 200 E. Randolph Drive
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	38283-60 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	11/01/2007

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 9, 2007, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to Section 7.14 of the Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors"), in favor of American Capital Financial Services, Inc. ("ACFS"), as agent for the Secured Parties (as defined in the NEPA referred to below) (in such capacity, the "Agent").

RECITALS:

A. Pursuant to the Note and Equity Purchase Agreement, dated as of October 9, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "NEPA"), among IMPERIAL SUPPLIES HOLDINGS, INC., a Delaware corporation (the "Company"), the Purchasers party thereto from time to time (the "Purchasers") and ACFS, as agent for the Purchasers, the Purchasers have severally agreed to make extensions of credit to the Company upon the terms and subject to the conditions set forth therein; and

B. All the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Agent (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers, the Issuers and the Agent to enter into the NEPA and to induce the Purchasers and the Issuers to make their respective extensions of credit to the Company thereunder, each Grantor hereby agrees with the Agent as follows:

SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the NEPA or in the Security Agreement and used herein have the meaning given to them in the NEPA or the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

2.1 Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark or any Trademark.

SECTION 3 SECURITY AGREEMENT

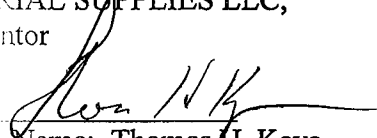
3.1 The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

IMPERIAL SUPPLIES LLC,
as Grantor

By: 
Name: Thomas H. Kaye
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL FINANCIAL
SERVICES, INC.,
as Agent

By: _____
Name: John Neis
Title: Principal and Vice President

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

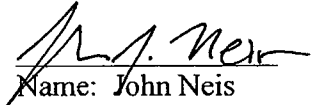
Very truly yours,

IMPERIAL SUPPLIES LLC,
as Grantor

By: _____
Name: Thomas H. Kaye
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL FINANCIAL
SERVICES, INC.,
as Agent

By: 
Name: John Neis
Title: Principal and Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks or Service Marks		
Owner	Trademark/Service Mark	Serial Number/Filing Date
Imperial Supplies LLC	ECOSAFE	78/051,453 3/5/2001
Imperial Supplies LLC	HUMMINGBIRD	78/474,266 8/26/2004
Imperial Supplies LLC		78/280,189 7/29/2003
Imperial Supplies LLC	IMPERIAL & DESIGN 	77/287,428 9/24/2007
Imperial, Inc. ¹	IMPERIAL & Design 	77/269,246 8/31/2007
Imperial Supplies LLC	IMPERIALALLOY	78/051,769 3/7/2001
Imperial Supplies LLC	IMPERIALBOLT	78/051,357 3/5/2001
Imperial Supplies LLC	IMPERIALOK Imperialok	78/280,441 7/29/2003
Imperial Supplies LLC	NYCRIMP	78/044,221 1/22/2001
Imperial Supplies LLC	SABRE BIT	78/043,967 1/19/2001
Imperial Supplies LLC	SCANTEL 	74/149,576 3/20/1991
Imperial Supplies LLC	SCANTEL 	74/157,005 4/15/1991
Imperial Supplies LLC	SEAL-A-CRIMP	78/051,373 3/5/2001
Imperial Supplies LLC	SEAL-A-SPLICE	78/044,011 1/19/2001
Imperial Supplies LLC	vycrimp	78/044,225 1/22/2001

¹ Application erroneously filed in the name of predecessor entity; Grantor to determine whether to abandon such application or correct title break after closing.