

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest pursuant to Credit Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Capital Financial Services, Inc.		12/14/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent
Street Address:	222 N. LaSalle Street, 16th Floor
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60601
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)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-577-8265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten Muchin
Address Line 1: 525 W Monroe Street
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	332659-75
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	12/18/2007

Total Attachments: 6
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AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT TO TRADEMARK SECURITY AGREEMENT** (this "**Amendment**"), dated as of December 14, 2007, is by and among **IMPERIAL SUPPLIES LLC**, a Delaware limited liability company (the "**Grantor**"), **AMERICAN CAPITAL FINANCIAL SERVICES, INC.** ("**Old Agent**") and **MERRILL LYNCH CAPITAL**, a division of Merrill Lynch Business Financial Services Inc., as Agent (in such capacity, the "**New Agent**") for the benefit of itself and all financial institutions that from time to time become lenders (the "**Lenders**") under the Credit Agreement (as such terms are hereinafter defined).

RECITALS:

WHEREAS, Grantor, the other Obligors, New Agent, as a Lender and as Agent, and the other Lenders are parties to a Credit Agreement dated as of October 9, 2007 (as the same has been and may hereafter be amended, restated, supplemented or modified from time to time, the "**Credit Agreement**");

WHEREAS, in connection with the Credit Agreement, Grantor and Old Agent are parties to a Trademark Security Agreement (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "**Agreement**") dated as of October 9, 2007 and filed with the United States Patent and Trademark Office on November 1, 2007 at Reel 003667, Frame 0802; and

WHEREAS, Old Agent desires to resign as Agent and New Agent desires to be successor Agent under the Credit Agreement; and

WHEREAS, New Agent, Old Agent, Grantor, each of the other Obligors (as such term is defined in the Credit Agreement) and each of the Lenders party to the Credit Agreement are parties to a **CONSENT TO APPOINTMENT OF SUCCESSOR AGENT** (the "**Consent**") dated as of even date herewith, pursuant to which, among other things, Old Agent resigned as Agent and New Agent became the successor Agent under the Credit Agreement;

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

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein and are made a part hereof.
2. **Definitions.** All capitalized terms used herein but not elsewhere defined shall have the respective meanings ascribed to such terms in the Agreement.
3. **Amendment to Agreement.** The Agreement is hereby amended by deleting all references to "American Capital Financial Services, Inc., as agent for the Secured Parties" appearing therein and substituting "Merrill Lynch Capital, as agent for the Secured Parties" therefor.

4. **Representations and Warranties.** To induce Old Agent and New Agent to enter into this Amendment, Grantor represents and warrants that:

4.1 the execution, delivery and performance of this Amendment has been duly authorized by all requisite organizational action on the part of Grantor and that this Amendment has been duly executed and delivered by Grantor; and

4.2 each of the representations and warranties set forth in the Agreement (other than those which, by their terms, specifically are made as of certain date prior to the date hereof) are true and correct in all material respects as of the date hereof.

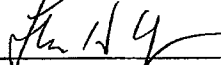
5. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, Assignor, New Assignee and Old Assignee have caused this Amendment to be duly executed and delivered in Chicago, Illinois as of the date first above written.

ASSIGNOR:

IMPERIAL SUPPLIES LLC, a Delaware limited liability company

By: 
Name: Thomas H. Kaye
Title: Vice President

NEW ASSIGNEE:

MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., as Agent

By: _____
Name: _____
Title: _____

OLD ASSIGNEE:

AMERICAN CAPITAL FINANCIAL SERVICES, INC. as Resigning Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor, New Assignee and Old Assignee have caused this Amendment to be duly executed and delivered in Chicago, Illinois as of the date first above written.

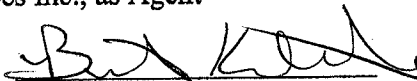
ASSIGNOR:

IMPERIAL SUPPLIES LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

NEW ASSIGNEE:

MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., as Agent

By: 
Name: **Brent Krambeck**
Title: **Vice President**

OLD ASSIGNEE:

AMERICAN CAPITAL FINANCIAL SERVICES, INC. as Resigning Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor, New Assignee and Old Assignee have caused this Amendment to be duly executed and delivered in Chicago, Illinois as of the date first above written.

ASSIGNOR:

IMPERIAL SUPPLIES LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

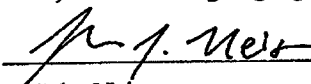
NEW ASSIGNEE:

MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., as Agent






By: _____
Name: _____
Title: _____

OLD ASSIGNEE:

AMERICAN CAPITAL FINANCIAL SERVICES, INC. as Resigning 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.