

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
CONSOLIDATED SYSTEMS, INC.		07/21/2008	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, as Agent		
Street Address:	500 West Monroe, 12th Floor		
Internal Address:	Attn: Consolidated Systems, Inc. - Account Manager		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77396938	VERSA STEEL SELECTOR	
CORRESPONDENCE DATA			
Fax Number:	(404)888-4190		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 888-4000		
Email:	rcherry@hunton.com		
Correspondent Name:	Rose Cherry, Senior Paralegal		
Address Line 1:	Hunton & Williams LLP		
Address Line 2:	600 Peachtree Street, NE, Suite 4100		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	65431.05/GE-CSI (RCHERRY)		
NAME OF SUBMITTER:	Brandon A. Van Balen, Esq.		
Signature:	/s/ Brandon A. Van Balen, Esq.		

CH \$40.00 77396938

Date:

07/21/2008

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 21, 2008, by CONSOLIDATED SYSTEMS, INC., a South Carolina corporation (“Grantor”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders (“Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated July 26, 2006, by and among Grantor, CONSOLIDATED CARGO CARRIERS, INC., a South Carolina corporation, the other Persons signatory thereto as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), the Lenders have agreed to make Loans to, and incur Letter of Credit Obligations for the benefit of, Borrowers;

WHEREAS, Agent and Lenders have made and are willing to make the Loans and to incur the Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended and Restated Borrowers’ Security Agreement, dated as of October 20, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or in Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, and grants to Agent, for itself and the benefit of Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

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


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

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Credit Agreement and the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, 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.

CONSOLIDATED SYSTEMS, INC.

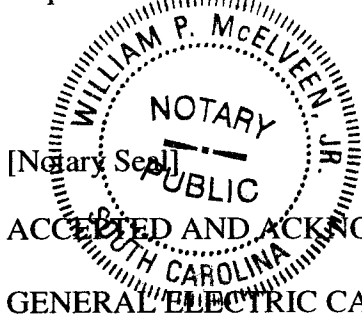
By: 
Name: James W. Wise
Its: Vice President and CFO


Address:
650 Rosewood Drive
ACL Industrial Park
Columbia, South Carolina 29201

ACKNOWLEDGMENT OF GRANTOR

STATE OF SOUTH CAROLINA)
) ss.
COUNTY OF RICHLAND)

On this 17th day of July, 2008, before me personally appeared JAMES W. WISE, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CONSOLIDATED SYSTEMS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.




Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name: _____
Its: Duly Authorized Signatory

500 West Monroe, 12th Floor
Chicago, Illinois 60661

IN WITNESS WHEREOF, 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.

CONSOLIDATED SYSTEMS, INC.

By: _____

Name: James W. Wise

Its: Vice President and CFO

Address:

650 Rosewood Drive

ACL Industrial Park

Columbia, South Carolina 29201

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)

) ss.

COUNTY OF _____)


On this _____ day of _____, 2008, before me personally appeared JAMES W. WISE, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CONSOLIDATED SYSTEMS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

[Notary Seal]

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: 

Name: Michael Thornton

Its: Duly Authorized Signatory

500 West Monroe, 12th Floor
Chicago, Illinois 60661

Signature Page

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND LICENSES

U.S. Trademarks

Registration No.	Mark	Application No.	Registration Date	Filing Date
Pending	VERSA STEEL SELECTOR	77/396,938	Pending	02/14/2008

Schedule I

Trademark Security Agreement

RECORDED: 07/21/2008

TRADEMARK
REEL: 003819 FRAME: 0885