

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
Lawson Products, Inc.		03/09/2009	CORPORATION: DELAWARE
Lawson Products, Inc.		03/09/2009	CORPORATION: GEORGIA
Lawson Products, Inc.		03/09/2009	CORPORATION: NEW JERSEY
Lawson Products, Inc.		03/09/2009	CORPORATION: NEVADA
Lawson Products, Inc.		03/09/2009	CORPORATION: TEXAS
LP Service Co.		03/09/2009	CORPORATION: ILLINOIS
LPI Holdings, Inc.		03/09/2009	CORPORATION: ILLINOIS
Cronatron Welding Systems, LLC		03/09/2009	LIMITED LIABILITY COMPANY: NORTH CAROLINA
Drummond American LLC		03/09/2009	LIMITED LIABILITY COMPANY: ILLINOIS
Assembly Component Systems, Inc.		03/09/2009	CORPORATION: ILLINOIS
Automatic Screw Machine Products Company, Inc.		03/09/2009	CORPORATION: ALABAMA
C.B. Lynn Company		06/09/2008	CORPORATION: ILLINOIS
Rutland Tool & Supply Co.		03/09/2009	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	100 North Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark

900132269

**TRADEMARK
 REEL: 003973 FRAME: 0868**

OP \$940.00 1277630

Registration Number:	1277630	OPHTHALENE
Registration Number:	3286213	EARTH HARMONY
Registration Number:	653655	SUPERTANIUM
Registration Number:	671398	TANIUM
Registration Number:	681619	N-DIT
Registration Number:	685400	SUPERTANIUM
Registration Number:	708646	SCORE
Registration Number:	719927	ROTANIUM
Registration Number:	720332	HYPAX
Registration Number:	724744	CONDUCTO PLATE
Registration Number:	731389	CERTANIUM
Registration Number:	932247	VULCALLOY
Registration Number:	1369798	TUFF-TORQ
Registration Number:	1428109	QUALI-TORQ
Registration Number:	1536067	TRU-TORQ
Registration Number:	1565440	LAWSON
Registration Number:	1569223	METRI-TORQ
Registration Number:	1572537	L
Registration Number:	1580884	HEAT SHIELD
Registration Number:	1582211	L
Registration Number:	1702716	EURO-BLACK
Registration Number:	1717308	ENVIROPRO
Registration Number:	1748071	ETP
Registration Number:	1793415	HARDFLEX
Registration Number:	2865355	KENT AUTOMOTIVE
Registration Number:	3481395	OS OPERATION SAFETY
Serial Number:	77380443	RUTLAND TOOL & SUPPLY
Serial Number:	77380453	WASHINGTON TOOLS
Serial Number:	77380464	RUTLAND TOOL
Serial Number:	77525590	EZ-CATALOG
Serial Number:	77525648	EZ-CATALOG
Serial Number:	77644763	METRI-12
Serial Number:	78811434	HEATMAX
Serial Number:	78811447	COOLMAX
Registration Number:	2840946	LICENSING PARTNERS INTERNATIONAL

Registration Number:	2854432	LPI
Registration Number:	2854485	LPI

CORRESPONDENCE DATA

Fax Number: (312)698-4531
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312.849.3672
Email: trademarks@mcguirewoods.com
Correspondent Name: Robert P. Gal, McGuireWoods LLP
Address Line 1: 77 W. Wacker Drive
Address Line 2: Suite 4100
Address Line 4: Chicago, ILLINOIS 60601-1818

NAME OF SUBMITTER:	Robert P. Gal
Signature:	/rpg/
Date:	04/21/2009

Total Attachments: 13
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PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT dated as of March 9, 2009, (this "Agreement"), by Lawson Products, Inc., a Delaware corporation ("Lawson"), with its principal place of business and chief executive office at 1666 E. Touhy Ave., Des Plaines, Illinois, 60018, and the various Subsidiaries of Lawson identified on the signature pages hereto (Lawson and such Subsidiaries each, a "Grantor" and collectively, the "Grantors"), and Bank of America, N.A., a national banking association ("Secured Party").

Reference is made to (a) the First Amended and Restated Credit Agreement dated as of November 8, 2008, as amended by the First Amendment thereto dated as of the date hereof (the "First Amendment"), and the First Amended and Restated Credit Agreement as amended by the First Amendment and as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantors and certain other Subsidiaries of Lawson party thereto as Borrowers, and the Secured Party, as Lender. The agreement by Lender to enter into the First Amendment and continue to extend credit to the Borrower under the Credit Agreement on the terms and subject to the conditions set forth therein is subject to, among other things, the execution and delivery of this Agreement by the undersigned. The Grantors will derive substantial benefits from the execution of the First Amendment and the continued extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in consideration therefor. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or, if not defined therein, in the Credit Agreement. The rules of construction specified in Sections 1.2, 1.3, and 1.4 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor did, pursuant to the Security Agreement, and does hereby, grant to the Secured Party, its successors and assigns, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule I;

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

(c) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals

thereof, including those listed on Schedule II;

- (d) all goodwill associated with any of the foregoing or symbolized thereby; and
- (e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Security Agreement. The security interests granted to the Secured Party herein are granted in furtherance, and not in limitation of, the security interests granted to the Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Patent and Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. THIS AGREEMENT SHALL BE DEEMED TO BE EXECUTED AND HAS BEEN DELIVERED AND ACCEPTED IN CHICAGO, ILLINOIS BY SIGNING AND DELIVERING IT THERE. ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF ILLINOIS; PROVIDED THAT (i) WITH RESPECT TO THOSE INSTANCES IN WHICH THE APPLICABLE CHOICE OF LAWS RULES OF SUCH STATE, INCLUDING SECTION 9-301 OF THE UCC, REQUIRE THAT THE MANNER OF CREATION OF A SECURITY INTEREST IN SPECIFIC COLLATERAL OR THE MANNER OR EFFECT OF PERFECTION OR NONPERFECTION OR THE RULES GOVERNING PRIORITY OF SECURITY INTERESTS ARE TO BE GOVERNED BY THE LAWS OF ANOTHER JURISDICTION, THEN THE LAWS OF SUCH OTHER JURISDICTION SHALL GOVERN SUCH MATTERS, AND (ii) IN THOSE INSTANCES IN WHICH THE LAWS OF THE JURISDICTION IN WHICH COLLATERAL IS LOCATED GOVERN MATTERS PERTAINING TO THE METHODS AND EFFECT OF REALIZING ON COLLATERAL, SUCH LAWS SHALL BE GIVEN EFFECT WITH RESPECT TO SUCH MATTERS.

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent and Trademark Security Agreement as of the date first above written.

BORROWERS:

LAWSON PRODUCTS, INC., a Delaware corporation

By: Thomas Neri

Name: Thomas Neri

Title: Chief Executive Officer and President

LAWSON PRODUCTS, INC., a Georgia corporation

By: Thomas Neri

Name: Thomas Neri

Title: President

LAWSON PRODUCTS, INC., a New Jersey corporation

By: Thomas Neri

Name: Thomas Neri

Title: President

LAWSON PRODUCTS, INC., a Nevada corporation

By: Thomas Neri

Name: Thomas Neri

Title: President

LAWSON PRODUCTS, INC., a Texas corporation

By: Thomas Neri

Name: Thomas Neri

Title: President

LP SERVICE CO., an Illinois corporation

By: Thomas Neri

Name: Thomas Neri

Title: President

LPI HOLDINGS, INC., an Illinois corporation

By: Thomas Neri
Name: Thomas Neri
Title: President

CRONATRON WELDING SYSTEMS LLC, a North Carolina limited liability company

By: Thomas Neri
Name: Thomas Neri
Title: President

DRUMMOND AMERICAN LLC, an Illinois limited liability company

By: Thomas Neri
Name: Thomas Neri
Title: President

ASSEMBLY COMPONENT SYSTEMS, INC., an Illinois corporation

By: Thomas Neri
Name: Thomas Neri
Title: Chief Executive Officer

AUTOMATIC SCREW MACHINE PRODUCTS COMPANY, INC., an Alabama corporation

By: Thomas Neri
Name: Thomas Neri
Title: Chief Executive Officer

C. B. LYNN COMPANY, an Illinois corporation

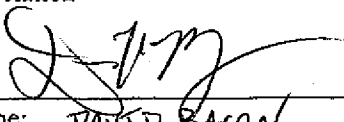
By: Thomas Neri
Name: Thomas Neri
Title: President

RUTLAND TOOL & SUPPLY CO., a Nevada corporation

By: Thomas Neri
Name: Thomas Neri
Title: Chief Executive Officer

SECURED PARTY:

BANK OF AMERICA, N.A., a national banking
association

By: 
Name: DAVID BACON
Title: VP

I. Patents

Title	Country	Patent No.	Issue Date	Current Record Owner
Polyurethane Foams, Compositions To Prepare Same And Process To Prepare Same	U.S.	5,019,602	05/28/1991 (expires 12/12/2009)	Lawson Products, Inc.
Spotweld Removal Tool	U.S.	5,056,967 (Continuation of SN 07/330,113 - abandoned)	10/15/1991 (expires 3/29/2009)	Lawson Products, Inc.

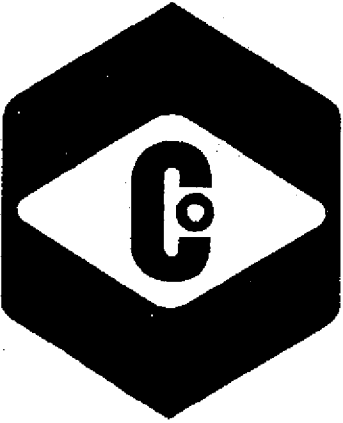
II. Patent Applications

Title	Country	Patent No.	Issue Date	Current Record Owner
None.				




III. Patent Licenses

Title	Country	Patent No.	Issue Date	Current Record Owner
None.				

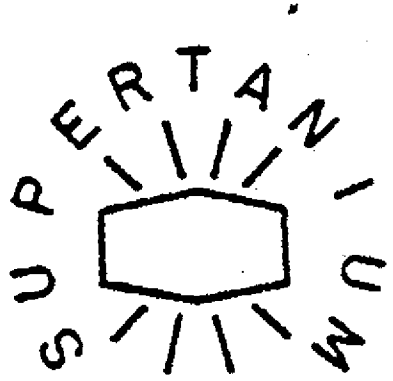
I. Trademarks

Trademark	Country	Appl./Reg. Number	Filing/Registration Date	Current Record Owner
OPHTHALENE	U.S.	1277630	05/15/1984	Drummond American Corporation (Illinois corporation)
EARTH HARMONY	U.S.	3286213	08/28/2007	Drummond American Corporation (Illinois corporation)
AUTOWARE	Canada	UCA050704	06/30/1954	Lawson Products, Inc. (Delaware corporation)
ROTANIUM	Canada	TMA131384	06/14/1963	Lawson Products, Inc. (Delaware corporation)
SUPERTANIUM	Canada	TMA134012	01/03/1964	Lawson Products, Inc. (Delaware corporation)
RESISTO-PLATE	Canada	TMA134015	01/03/1964	Lawson Products, Inc. (Delaware corporation)
CERTANIUM	Canada	TMA140834	06/18/1965	Lawson Products, Inc. (Delaware corporation)
C and Design 	Canada	TMA208744	08/15/1975	Lawson Products, Inc. (Delaware corporation)
KENT AUTOMOTIVE	Canada	TMA676507	11/07/2006	Lawson Products, Inc. (Delaware corporation)
TRU-TORQ	Mexico	451858	02/09/1994	Lawson Products Inc.
QUALI-TORQ	Mexico	451859	02/09/1994	Lawson Products Inc.
HARDFLEX	Mexico	464127	06/21/1994	Lawson Products, Inc.
TUFF-TORQ	Mexico	464242	06/22/1994	Lawson Products, Inc.
TRU-CRIMP	Mexico	464243	06/22/1994	Lawson Products, Inc.
HARDFLEX	Mexico	464244	06/22/1994	Lawson Products, Inc.
METRI-TORQ	Mexico	465734	07/06/1994	Lawson Products, Inc.


SCHEDULE II

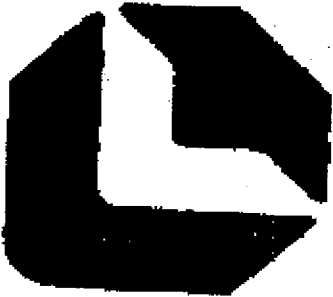

Trademark	Country	Appl./Reg. Number	Filing/Registration Date	Current Record Owner
LAWSON	Mexico	468636	08/04/1994	Lawson Products, Inc.
L and Design	Mexico	510522	11/27/1995	Lawson Products, Inc.
				
METRI-12	Mexico	564606	11/26/1997	Lawson Products, Inc.
L and Design	Mexico	671641	08/15/2000	Lawson Products, Inc.
				
L and Design	United Kingdom	2014479	12/01/1995	Lawson Products, Inc.
				
HARDFLEX	United	2014481	02/23/1996	Lawson Products, Inc.


SCHEDULE II

Trademark	Country	Appl./Reg. Number	Filing/Registration Date	Current Record Owner
	Kingdom			
METRI-TORQ	United Kingdom	2014486	02/28/1997	Lawson Products, Inc.
QUALI-TORQ	United Kingdom	2014490	12/22/1995	Lawson Products, Inc.
TUFF-TORQ	United Kingdom	2014495	01/26/1996	Lawson Products, Inc.
TRU-CRIMP	United Kingdom	2014498	01/19/1996	Lawson Products, Inc.
TRU-TORQ	United Kingdom	2014500	12/22/1995	Lawson Products, Inc.
SUPERTANIUM	U.S.	653655	10/29/1957	Lawson Products, Inc. (Delaware corporation)
TANIUM	U.S.	671398	12/23/1958	Lawson Products, Inc. (Delaware corporation)
N-DIT (Stylized) N-DIT	U.S.	681619	07/07/1959	Lawson Products, Inc. (Delaware corporation)
SUPERTANIUM and Design 	U.S.	685400	09/22/1959	Lawson Products, Inc. (Delaware corporation)
SCORE	U.S.	708646	12/20/1960	Lawson Products, Inc. (Delaware corporation)
ROTANIUM	U.S.	719927	08/15/1961	Lawson Products, Inc. (Delaware corporation)


SCHEDULE II

Trademark	Country	Appln./Reg. Number	Filing/Registration Date	Current Record Owner
HYPAX	U.S.	720332	08/22/1961	Lawson Products, Inc. (Delaware corporation)
CONDUCTO PLATE	U.S.	724744	12/05/1961	Lawson Products, Inc. (Delaware corporation)
CERTANIUM	U.S.	731389	05/15/1962	Lawson Products, Inc. (Delaware corporation)
VULCALLOY	U.S.	932247	04/11/1972	Lawson Products, Inc. (Delaware corporation)
TUFF-TORQ	U.S.	1369798	11/12/1985	Lawson Products, Inc. (Delaware corporation)
QUALI-TORQ	U.S.	1428109	02/10/1987	Lawson Products, Inc. (Delaware corporation)
TRU-TORQ	U.S.	1536067	04/25/1989	Lawson Products, Inc. (Delaware corporation)
LAWSON	U.S.	1565440	11/14/1989	Lawson Products, Inc. (Delaware corporation)
METRI-TORQ	U.S.	1569223	12/05/1989	Lawson Products, Inc. (Delaware corporation)
L and Design 	U.S.	1572537	12/19/1989	Lawson Products, Inc. (Delaware corporation)
HEAT SHIELD	U.S.	1580884	02/06/1990	Lawson Products, Inc. (Delaware corporation)
L and Design	U.S.	1582211	02/13/1990	Lawson Products, Inc.

Trademark	Country	Appl./Reg. Number	Filing/Registration Date	Current Record Owner
				(Delaware corporation)
EURO-BLACK	U.S.	1702716	07/28/1992	Lawson Products, Inc. (Delaware corporation)
ENVIROPRO	U.S.	1717308	09/22/1992	Lawson Products, Inc. (Delaware corporation)
ETP	U.S.	1748071	01/26/1993	Lawson Products, Inc. (Delaware corporation)
HARDFLEX	U.S.	1793415	09/21/1993	Lawson Products, Inc. (Delaware corporation)
KENT AUTOMOTIVE	U.S.	2865355	07/20/2004	Lawson Products, Inc. (Delaware corporation)
OS OPERATION SAFETY and Design 	U.S.	3481395	08/05/2008	Lawson Products, Inc. (Delaware corporation)
LICENSING PARTNERS INTERNATIONAL	U.S.	2840946	05/11/2004	LPI Holdings Inc. (Georgia corporation)
LPI	U.S.	2854432	06/15/2004	LPI Holdings Inc. (Georgia corporation)

Trademark	Country	Appln./Reg. Number	Filing/Registration Date	Current Record Owner
LPI and Design 	U.S.	2854485	06/15/2004	LPI Holdings Inc. (Georgia corporation)

II. Trademark Applications

Trademark	Country	Appln./Reg. Number	Filing/Registration Date	Current Record Owner
EARTH HARMONY	Canada	1323557	11/09/2006	Drummond American Corporation
RUTLAND TOOL & SUPPLY	U.S.	77/380443	01/25/2008	Lawson Products, Inc. (Delaware corporation)
WASHINGTON TOOLS	U.S.	77/380453	01/25/2008	Lawson Products, Inc. (Delaware corporation)
RUTLAND TOOL	U.S.	77/380464	01/25/2008	Lawson Products, Inc. (Delaware corporation)
eZ-Catalog	U.S.	77/525590	07/18/2008	Lawson Products, Inc. (Delaware corporation)
eZ-Catalog (Stylized and Colored) 	U.S.	77/525648	07/18/2008	Lawson Products, Inc. (Delaware corporation)
METRI-12	U.S.	77/644763	01/07/2009	Lawson Products, Inc. (Delaware corporation)
HEATMAX	U.S.	78/811434	02/09/2006	Lawson Products, Inc. (Delaware corporation)
COOLMAX	U.S.	78/811447	02/09/2006	Lawson Products, Inc. (Delaware corporation)

III. Trademark Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
None.				