

**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
Alamo Iron Works, Inc.		12/23/2009	CORPORATION: TEXAS
Southwest Wholesale Supply Co., Inc.		12/23/2009	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association:

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	74152034	AIW
Serial Number:	74151392	AIW ALAMO IRON WORKS
Serial Number:	74399994	ENVIROWORKS
Serial Number:	76196671	TEX TUFF
Serial Number:	76443134	SWS

**CORRESPONDENCE DATA**

Fax Number: (225)343-3076  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2142571700  
 Email: dpatty@mcglinchey.com  
 Correspondent Name: McGlinchey Stafford, PLLC  
 Address Line 1: 2711 N. Haskell Avenue  
 Address Line 2: Suite 2700  
 Address Line 4: Dallas, TEXAS 75204

CH \$140.00 74152034

**TRADEMARK**

ATTORNEY DOCKET NUMBER:	018898.0062
NAME OF SUBMITTER:	R. Andrew Patty II
Signature:	/R. Andrew Patty II/
Date:	01/28/2010
Total Attachments: 7 source=New-Security-Interest#page1.tif source=New-Security-Interest#page2.tif source=New-Security-Interest#page3.tif source=New-Security-Interest#page4.tif source=New-Security-Interest#page5.tif source=New-Security-Interest#page6.tif source=New-Security-Interest#page7.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of December 23, 2009 by and between ALAMO IRON WORKS, INC., a Texas corporation and SOUTHWEST WHOLESALE SUPPLY CO., INC., a Texas corporation (each individually a "Grantor", and collectively, "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION ("Grantee"), as Agent for Lenders.

WITNESSETH:

WHEREAS, Grantors, own certain "Trademarks" (as defined below); and

WHEREAS, pursuant to the terms of that certain Revolving Credit, Term Loan and Security Agreement dated as of December 23, 2009 among Grantors and Grantee (herein, as from time to time amended, supplemented, or restated, called the "Security Agreement"), Grantors have granted to Grantee for the benefit of Grantee and Lenders a continuing security interest in various assets of Grantors, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined herein) whether now owned or existing or hereafter acquired or arising, to secure the "Obligations";

WHEREAS, all capitalized terms used in this Agreement, but not defined herein shall have the meaning given to them in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to additionally secure such Obligations, Grantors do hereby grant to Grantee a continuing security interest in all of Grantors' right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;
- (b) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and
- (c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and all rights and benefits of Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

As used herein:

"Trademark License" means any license or agreement, whether now or hereafter in

existence, under which is granted or authorized any right to use any Trademark, including without limitation the agreements identified on Schedule 1 hereto.

"Trademarks" means all of the following:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law;

(b) the goodwill of the business symbolized thereby or associated with each of them;

(c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule 1 hereto;

(d) all reissues, extensions and renewals thereof;

(e) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and

(f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Grantee may designate in writing, with full power of substitution, any party as any Grantor's true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default has occurred and is continuing under the Security Agreement, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly allowed in the Security Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantors do hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interests 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.

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 23 day of December, 2009.

ALAMO IRON WORKS, INC.,  
a Texas corporation

By:   
Mark Sobotik,  
Vice-President & Secretary

SOUTHWEST WHOLESALE SUPPLY CO., INC.  
a Texas corporation

By:   
Mark Sobotik,  
Vice-President & Secretary

PNC BANK, NATIONAL ASSOCIATION,  
as Lender and as Agent

By: \_\_\_\_\_  
Anita Inkollu,  
Vice-President

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 23 day of December, 2009.

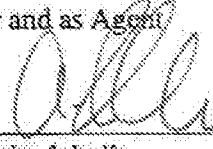
ALAMO IRON WORKS, INC.,  
a Texas corporation

By: \_\_\_\_\_  
Mark Sobotik,  
Vice-President & Secretary

SOUTHWEST WHOLESALE SUPPLY CO., INC.  
a Texas corporation

By: \_\_\_\_\_  
Mark Sobotik,  
Vice-President & Secretary

PNC BANK, NATIONAL ASSOCIATION,  
as Lender and as Agent

By:  \_\_\_\_\_  
Anita Inkollu,  
Vice-President - *AWOC*



STATE OF TEXAS           §  
                                      §  
COUNTY OF BEXAR       §

On this \_\_\_\_\_ day of December, 2009, before me personally and in presence of the witness signing hereto came Mark Sobotik, to me known, who, being by me duly sworn, did depose and say that he is the Vice-President and Secretary of ALAMO IRON WORKS, INC., a Texas corporation; and that he signed his name thereto on behalf of said corporation.

\_\_\_\_\_  
Notary Public  
In and for the State of Texas

STATE OF TEXAS           §  
                                      §  
COUNTY OF BEXAR       §

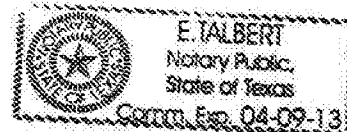
On this \_\_\_\_\_ day of December, 2009, before me personally and in presence of the witness signing hereto came Mark Sobotik, to me known, who, being by me duly sworn, did depose and say that he is the Vice-President and Secretary of SOUTHWEST WHOLESALE SUPPLY CO., INC., a Texas corporation; and that he signed his name thereto on behalf of said corporation.

\_\_\_\_\_  
Notary Public  
In and for the State of Texas

STATE OF TEXAS           §  
                                      §  
COUNTY OF DALLAS      §

On this 23 day of December, 2009, before me personally came Anita Inkollu, to me known, who, being by me duly sworn, did depose and say that she is a Vice-President of PNC BANK, NATIONAL ASSOCIATION, and that she was authorized to sign her name thereto.

E. Talbert  
\_\_\_\_\_  
Notary Public  
In and for the State of Texas





SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

A. U.S. Trademarks and Trademark Registrations.

<u>Mark</u>	<u>Owner</u>	<u>Registration No.</u>
AIW	Alamo Iron Works, Inc.	74152034
AIW Alamo Iron Works (and design)	Alamo Iron Works, Inc.	74151392
Enviroworks (and design)	Alamo Iron Works, Inc.	74399994
Tex Tuff	Alamo Iron Works, Inc.	7619661
AIW	Alamo Iron Works, Inc.	430562 MX
SWS	Southwest Wholesale Supply Co., Inc.	76443134