

# 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
AramSCO Holdings, Inc.		08/25/2010	CORPORATION: DELAWARE
Safeguard Industrial Supply, LLC		08/25/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, LLC, as Agent		
Street Address:	One Boston Place		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3463173	SAFEGUARD INDUSTRIAL SUPPLY	
Registration Number:	3788042	MASH POD	
Serial Number:	77831987	SHIELDTECH	
Serial Number:	77832071	SHIELDTECH	
Serial Number:	77688521	FLASHPOINT	
Serial Number:	77832057	SYCLONE	
Serial Number:	77296318	IRON MOUNTAIN	
Registration Number:	3008289	A ARAMSCO PROTECTING AMERICA'S PATRIOTS	
Registration Number:	3005466	A ARAMSCO PROTECTING AMERICA'S PATRIOTS	
Registration Number:	2707035	LYNX	
Registration Number:	2977045	LYNX	
Serial Number:	77754940	LYNX	
Registration Number:	2540435	TRI-TUFF	

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TRADEMARK  
 REEL: 004267 FRAME: 0326

Registration Number:	2481863	CHEMSAFE
Registration Number:	2307568	ARAMSCO
Registration Number:	1294531	A ARAMSCO

# CORRESPONDENCE DATA

Fax Number: (617)526-9899

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	76751/041
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NAME OF SUBMITTER:	Christine Slattery
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Signature:	/Christine Slattery/
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Date:	08/26/2010
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Total Attachments: 7

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## **TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "*Trademark Security Agreement*") is made this 25<sup>th</sup> day of August, 2010, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("*WFCF*"), in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "*Agent*").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 25, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*") by and among **ARAMSCO HOLDINGS, INC.**, a Delaware corporation ("*Parent*") **SAFEGUARD INDUSTRIAL SUPPLY, LLC**, a Delaware limited liability company, as lead borrower ("*Lead Borrower*"), and the other borrowers identified on the signature pages hereof (each of such borrowers, and each Additional Borrower, together with their respective successors and permitted assigns, are referred to hereinafter as a "*Borrower*" and collectively as the "*Borrowers*"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a "*Lender*" and, collectively, the "*Lenders*"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of August 25, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Secured Parties, 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, each Grantor hereby agrees as follows:

**DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

I **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*");

A all of its Trademarks including those referred to on Schedule I;

B all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

C all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark.

II **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

III **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

IV **AUTHORIZATION TO SUPPLEMENT.** Upon receipt from the PTO of notice of registration of any Trademark, each Grantor shall, within 5 Business Days following such receipt (or such later date as permitted by Agent in its sole discretion), notify Agent of such registration by delivering, or causing to be delivered, to Agent, documentation sufficient for Agent to perfect Agent's Liens on such Trademark. If any Grantor acquires from any Person any Trademark registered with the PTO, such Grantor shall, within 5 Business Days following such receipt (or such later date as permitted by Agent in its sole discretion), notify Agent of such acquisition and deliver, or cause to be delivered, to Agent, documentation sufficient for Agent to perfect Agent's Liens on such Trademark. In the case of such Trademark registrations which were acquired by any Grantor, each such Grantor shall, within 5 Business Days following such acquisition (or such later date as permitted by Agent in its sole discretion), file the necessary documents with the PTO identifying the applicable Grantor as the owner (or as a co-owner thereof, if such is the case) of such Trademark.

V **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

**VI CONSTRUCTION.** This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the terms “includes” and “including” are not limiting. The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein or in any other Loan Document to the satisfaction, repayment, or payment in full of the Obligations or whether there then exists any Revolver Usage, shall mean the repayment in Dollars in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Obligations (including the payment of any termination amount then applicable (or which would become applicable as a result of the repayment of the other Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record. When the payment of any Obligation or the performance of any covenant, duty or obligation is stated to be due on a day that is not a Business Day or delivery of any notice, document, certificate or other writing is stated to be required on a day that is not a Business Day, the date of such payment, performance or delivery (other than as described in the definition of “Interest Period”) shall extend to the immediately succeeding Business Day.

**VII THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.**

**VIII THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE CITY OF BOSTON, COMMONWEALTH OF MASSACHUSETTS; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY**

BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

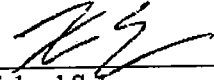
IX TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

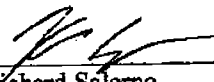
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**ARAMSCO HOLDINGS, INC.**

By:   
Name: Richard Salerno  
Title: President and Chief Executive Officer

**SAFEGUARD INDUSTRIAL SUPPLY, LLC**

By:   
Name: Richard Salerno  
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**AGENT:**

**WELLS FARGO CAPITAL FINANCE, LLC, a**  
Delaware limited liability company

By: 

Name: Katherine L. Andersen

Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004267 FRAME: 0333**



# **SCHEDULE I**

## **Trademark Security Agreement Schedule**

<b>Loan Party</b>	<b>Trademark</b>	<b>Number</b>	<b>Date</b>
AramSCO Holdings, Inc.	SAFEGUARD INDUSTRIAL SUPPLY	77/081,324 3,463,173	Registered: July 8, 2008
Safeguard Industrial Supply, LLC	MASH POD	77/525,636 3788042	Filed: July 18, 2008
	SHIELDTECH	77/831987	Pending – Filed Sep 22, 2009
	SHIELDTECH (plus design)	77/832071	Pending – Filed Sep 22, 2009
	FLASHPOINT	77/688521	Pending – Filed Mar 11, 2009
	SYCLONE	77/832057	Pending – Filed Sep 22, 2009 Allowed
	IRON MOUNTAIN	77/296,318	Filed: October 4, 2007 Published: March 18, 2008
	A ARAMSCO PROTECTING AMERICA'S PATRIOTS (plus design in color)	76/578,448 3,008,289	Registered: October 25, 2005
	A ARAMSCO PROTECTING AMERICA'S PATRIOTS (plus design in b+w)	76/578,447 3,005,466	Registered: October 11, 2005
	LYNX (plus design)	76/444,548 2,707,035	Registered: April 15, 2003
	LYNX (plus design)	76/444,338 2,977,045	Registered: July 26, 2005
	LYNX (plus design)	77/754940	Pending – Filed June 9, 2009 Allowed
	TRI-TUFF	76/287,761 2,540,435	Registered: February 19, 2002
	CHEM-SAFE	75/929,076 2,481,863	Registered: August 28, 2001
	ARAMSCO	75/613,936 2,307,568	Registered: January 11, 2000
	A ARAMSCO	73/428,577 1,294,531	Registered: September 11, 1984
AramSCO, Inc.	None		
Bulls Eye Environmental, Inc.	None		