

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	SECURITY INTEREST								
CONVEYING PARTY DATA									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Integrated Supply Network, LLC</td> <td></td> <td>07/08/2011</td> <td>LIMITED LIABILITY COMPANY: FLORIDA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Integrated Supply Network, LLC		07/08/2011	LIMITED LIABILITY COMPANY: FLORIDA	
Name	Formerly	Execution Date	Entity Type						
Integrated Supply Network, LLC		07/08/2011	LIMITED LIABILITY COMPANY: FLORIDA						
RECEIVING PARTY DATA									
Name:	Madison Capital Funding LLC, as Agent								
Street Address:	30 South Wacker Drive, Suite 3700								
City:	Chicago								
State/Country:	ILLINOIS								
Postal Code:	60606								
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE								
PROPERTY NUMBERS Total: 8									
Property Type	Number	Word Mark							
Registration Number:	2865879	ISN							
Registration Number:	3066217	TOOLJOBBER.COM							
Registration Number:	2650092	TOOLWEB							
Registration Number:	2382803	TOOL MANAGER							
Registration Number:	2779017	MOUNTAIN							
Serial Number:	85217777	POWERPLUS							
Serial Number:	85181159	TOOL BOOK							
Serial Number:	85181071	TOOL DEALER EXPO							
CORRESPONDENCE DATA									
Fax Number:	(312)863-7865								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	312-201-3865								
Email:	sharon.patterson@goldbergkohn.com								
Correspondent Name:	Sharon Patterson, Paralegal								

OP \$215.00 2865879

900196961

TRADEMARK
REEL: 004581 FRAME: 0869

Address Line 1: c/o Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2: Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 4975.214

NAME OF SUBMITTER: Sharon Patterson

Signature: /sharon patterson/

Date: 07/13/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 8, 2011, by the undersigned ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among INTEGRATED SUPPLY NETWORK, LLC, a Florida limited liability company, as Borrower, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit 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 Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral 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 Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and 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 (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral");

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) subject to the Collateral Agreement, all 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 (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral 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 Collateral 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.

INTEGRATED SUPPLY NETWORK, LLC, a Florida
limited liability company

By: 

Name: Peter D. Weber
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: _____
Name: _____
Title: _____

Signature Page to Trademark Security Agreement


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.

INTEGRATED SUPPLY NETWORK, LLC, a Florida
limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By:  _____
Name: PETER J. NOTTER
Title: SENIOR VICE PRESIDENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark	Registration Number	Date
ISN	2,865,879	7/27/2004
TOOLJOBBER.COM	3,066,217	3/7/2006
TOOLWEB	2,650,092	11/12/2002
TOOL MANAGER	2,382,803	9/5/2000
MOUNTAIN	2,779,017	11/4/2003

TRADEMARK APPLICATIONS

Mark	Application Number	Date
POWERPLUS	85/217,777	1/14/2011
TOOL BOOK	85/181,159	11/19/2010
TOOL DEALER EXPO	85/181,071	11/19/2010