

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Release

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Agent		10/14/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	STS Operating, Inc.
<b>Street Address:</b>	2301 Windsor Ct.
<b>City:</b>	Addison
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60101
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2966522	SUNSOURCE
Registration Number:	1532394	S
Registration Number:	0967004	PABCO
Registration Number:	2965018	ACTIVATION
Registration Number:	2951506	AIR-DRECO
Registration Number:	0656070	AIR-DRECO
Registration Number:	2951505	FAUVER

**CORRESPONDENCE DATA**

Fax Number: (617)951-8736  
 Phone: 617-951-8132  
 Email: linda.salera@bingham.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Linda A. Salera  
 Address Line 1: 1 Federal Street

**900204768**

**TRADEMARK  
 REEL: 004642 FRAME: 0742**

**OP \$190.00 2966522**

Address Line 2: c/o Bingham McCutchen LLP  
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/Linda A. Salera/
Date:	10/17/2011

**Total Attachments: 5**

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TRADEMARK RELEASE

THIS TRADEMARK RELEASE (the "Release") is made as of October 14, 2011 by **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, as administrative agent ("Agent") in favor of **STS OPERATING, INC.**, a Delaware corporation ("Grantor").

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of April 28, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**") by and between Grantor and Agent, Grantor granted to Agent a security interest in substantially all of its assets, including all of its right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including without limitation the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Trademark Security Agreement was recorded by the United States Trademark and Trademark Office on May 4, 2006 at Reel 3302, Frame 0578; and

WHEREAS, Grantor has requested that Agent release its security interest in and lien on the Trademark Collateral. Capitalized terms used herein without definition are used as defined in the Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby terminates and releases its security interest in all of Grantor's right, title and interest in the Trademark Collateral, including without limitation, the Trademarks set forth on Schedule 1 hereto.

2. Agent agrees to take such further action as may be reasonably requested by Grantor, from time to time, at Grantor's expense, to effectuate and carry out the provision and intent of this Release.

3. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest, if any, in and to the Trademark Collateral.

4. This Trademark Release shall be governed by and construed in accordance with the laws of the State of New York.

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[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Trademark Release to be executed as of the day and year first above written.

**GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent**

By: Beth A. Troyer  
Name: Beth Troyer  
Title: Duly Authorized Signatory

Trademark Release

**TRADEMARK  
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**SCHEDULE 1**

**U.S. Trademark Registrations**

<u>HOLDER</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
STS Operating, Inc.	SunSource	2,966,522	7/12/2005
STS Operating, Inc.	STYLIZED“S”	1,532,394	3/28/1989
STS Operating, Inc.	PABCO	967,004	8/28/1973
STS Operating, Inc.	ACTIVATION	2,965,018	7/5/2005
STS Operating, Inc.	AIR DRECO	2,951,506	5/17/2005
STS Operating, Inc.	AIR DRECO	656,070	12/24/1957
STS Operating, Inc.	FAUVER	2,951,505	5/17/2005

**Foreign Trademark Registrations**

<u>HOLDER</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
STS Operating, Inc.	SunSource Industrial Services	Canada	TMA505774	12/12/1998
STS Operating, Inc.	SunSource Industrial Services	Mexico	620859 & 618995	8/31/1999 & 8/25/1999

**U.S. Trademark Applications**

None.

**State Trademark Registrations**

<u>HOLDER</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>STATE</u>
STS Operating, Inc.	Fauver	W130000088	5/11/1988	Wisconsin
STS Operating, Inc. (d/b/a SunSource)	Wistech Controls Co.	99819	12/23/2010	Arizona

## U.S. Trademark Licenses

1. Agreements governing trademarks licensed to STS Operating, Inc. by IMI Norgren, Inc.:

Distributor Agreement dated October 17, 2004 by and between IMI Norgren Inc. and STS Operating, Inc. (for AZ and NM).

Distributor Agreement dated February 10, 2005 by and between IMI Norgren Inc. and STS Operating, Inc. (for CO, UT, portions of KS, portions of NE, portions of WY and portions of NV).

Distributor Agreement dated November 1, 2004 by and between IMI Norgren Inc. and STS Operating, Inc. (for portions of GA).

Distributor Agreement dated November 1, 2004 by and between IMI Norgren Inc. and STS Operating, Inc. (for portions of IL and portions of IN).

Distributor Agreement dated November 1, 2004 by and between IMI Norgren Inc. and STS Operating, Inc. (for portions of OH, portions of KY and portions of WV).

Distributor Agreement dated November 1, 2004 by and between IMI Norgren Inc. and STS Operating, Inc. (for portions of MI).

Distributor Agreement dated November 1, 2004 by and between IMI Norgren Inc. and STS Operating, Inc. (for portions of OH and portions of MI).

Distributor Agreement dated November 1, 2004 by and between IMI Norgren Inc. and STS Operating, Inc. (for TN, portions of VA and portions of MS).

2. Agreements governing trademarks licensed to STS Operating, Inc. by CUNO, Incorporated:

Distributorship Agreement Fluid Processing – Electronics dated March 1, 2005 by and between CUNO, Incorporated and SunSource.

Distributorship Agreement Fluid Processing – Electronics dated June 1, 2004 by and between CUNO, Incorporated and STS Operating, Inc.

Distributorship Agreement Healthcare – Food/Beverage dated March 1, 2005 by and between CUNO, Incorporated and SunSource.

Distributorship Agreement Healthcare – Food/Beverage dated June 1, 2004 by and between CUNO, Incorporated and STS Operating, Inc.

Distributorship Agreement Healthcare – Pharmaceuticals/Bioprocessing/Biologicals dated March 1, 2005 by and between CUNO, Incorporated and SunSource.

Distributorship Agreement Healthcare – Pharmaceuticals/Bioprocessing/Biologicals dated June 1, 2004 by and between CUNO, Incorporated and STS Operating, Inc.

Distributorship Agreement Fluid Processing – Except Electronics dated March 1, 2005 by and between CUNO, Incorporated and SunSource.

Distributorship Agreement Fluid Processing – Except Electronics dated June 1, 2004 by and between CUNO, Incorporated and STS Operating, Inc.

Trademark Release

**RECORDED: 10/17/2011**

**TRADEMARK  
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