

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STS Operating, Inc.		10/14/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2966522	SUNSOURCE	
Registration Number:	2965018	ACTIVATION	
Registration Number:	2951506	AIR-DRECO	
Registration Number:	2951505	FAUVER	
Registration Number:	0967004	PABCO	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
Phone:	617-951-8132		
Email:	linda.salera@bingham.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Linda A. Salera		
Address Line 1:	1 Federal Street		
Address Line 2:	c/o Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		

OP \$140.00 2966522

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/Linda A. Salera/
Date:	10/17/2011
Total Attachments: 7 source=SSLF_SunSource_Intellectual Property Security Agreement (executed)(10-14-11)#page1.tif source=SSLF_SunSource_Intellectual Property Security Agreement (executed)(10-14-11)#page2.tif source=SSLF_SunSource_Intellectual Property Security Agreement (executed)(10-14-11)#page3.tif source=SSLF_SunSource_Intellectual Property Security Agreement (executed)(10-14-11)#page4.tif source=SSLF_SunSource_Intellectual Property Security Agreement (executed)(10-14-11)#page5.tif source=SSLF_SunSource_Intellectual Property Security Agreement (executed)(10-14-11)#page6.tif source=SSLF_SunSource_Intellectual Property Security Agreement (executed)(10-14-11)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 14, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 26, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among LJSS Acquisition, Inc., a Delaware corporation ("Initial Borrower" and together with such other Persons as are joined thereto as "U.S. Borrowers", the "U.S. Borrowers"), each Person joined as a party thereto as a "Canadian Borrower" (collectively, the "Canadian Borrowers" and together with the U.S. Borrowers, the "Borrowers" and each a "Borrower"), the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto, and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of October 14, 2011, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all exclusive IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If there is a conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and exclusive IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, each 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.

Very truly yours,

STS OPERATING, INC.,
as Grantor

By: Justin M. Jacobi
Name: Justin M. Jacobi
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Beth Troyer
Name: **Beth Troyer**
Title: **Duly Authorized Signatory**

STS OPERATING, INC.
SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004642 FRAME: 0765

ACKNOWLEDGMENT OF GRANTOR

State of ILLINOIS)

County of WILL)

ss.

On this 14 day of OCTOBER, 2011 before me personally appeared JUSTIN M. JACOBI, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of STS OPERATING, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


M Songer
Notary Public



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. **U.S. REGISTERED TRADEMARKS**

Trademark	Owner	Jurisdiction	Registration Date	Registration Number
SUNSOURCE and Design	STS Operating, Inc.	U.S.	7/12/2005	2,966,522
ACTIVATION	STS Operating, Inc.	U.S.	7/5/2005	2,965,018
AIR-DRECO	STS Operating, Inc.	U.S.	5/17/2005	2,951,506
Fauver	STS Operating, Inc.	U.S.	5/17/2005	2,951,505
PABCO and Design 	STS Operating, Inc.	U.S.	8/28/1973	0967,004

2. **FOREIGN REGISTERED TRADEMARKS**

Trademark	Owner	Jurisdiction	Registration Date	Registration Number
SUNSOURCE INDUSTRIAL SERVICES	SDI Operating Partners, L.P. (d/b/a SunSource)	Canada	12/12/1998	TMA505774
SUNSOURCE 	STS Operating, Inc.	China	12/7/2009	5545105
S (Stylized) 	STS Operating, Inc.	China	12/7/2009	5545101

3. **STATE TRADEMARK REGISTRATIONS**

Holder	Mark	Registration Number	Registration Date	State
STS Operating, Inc.	J.N. FAUVER CO.	W130000088	05/11/1988	Wisconsin

4. **U.S. TRADEMARK APPLICATIONS**

None.

5. **FOREIGN TRADEMARK APPLICATIONS**

Trademark	Owner	Jurisdiction	Filing Date	Application Number
Design	STS Operating, Inc.	China	8/16/2006	5545099
SUNSOURCE	STS Operating Inc.	China	8/16/2006	5545103
Design	STS Operating, Inc.	China	8/16/2006	5545100
SUNSOURCE	STS Operating, Inc.	China	8/16/2006	5545104

6. **IP EXCLUSIVELY LICENSED TO GRANTOR**

None.