

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Federal Resources Supply Company		02/17/2012	COMPANY: MARYLAND
<b>RECEIVING PARTY DATA</b>			
Name:	Newspring SBIC Mezzanine Capital II, L.P.		
Street Address:	555 East Lancaster Avenue		
Internal Address:	Suite 444		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Serial Number:	85273402	FR	
Registration Number:	2544819	FEDERAL RESOURCES	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(215)979-1020		
Phone:	215-979-1255		
Email:	swapicelli@duanemorris.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:	Samuel W. Apicelli		
Address Line 1:	30 South 17th Street		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-4196		
ATTORNEY DOCKET NUMBER:	F6706-00000		
NAME OF SUBMITTER:	Samuel W. Apicelli		

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Signature:	/Samuel W. Apicelli/
Date:	02/28/2012
Total Attachments: 5 source=Newspring#page1.tif source=Newspring#page2.tif source=Newspring#page3.tif source=Newspring#page4.tif source=Newspring#page5.tif	

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IS SUBJECT TO A SUBORDINATION AGREEMENT, DATED AS OF FEBRUARY 17, 2012 (AS AMENDED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "SUBORDINATION AGREEMENT"), AMONG THE BORROWERS, THE LENDER, AND PNC BANK, NATIONAL ASSOCIATION.**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of February 17, 2012, by and among FEDERAL RESOURCES SUPPLY COMPANY, a Maryland corporation ("Grantor"), in favor of NEWSRING SBIC MEZZANINE CAPITAL II, L.P., a Delaware limited partnership ("Lender").**

**WITNESSETH**

WHEREAS, Grantor, FRS Holdings, Inc., a Delaware Corporation ("Holdings") and Lender are parties to that certain Senior Subordinated Note and Warrant Purchase Agreement dated as of even date herewith (as heretofore or hereafter amended, restated, supplemented, or modified from time to time, the "Purchase Agreement"), providing for the Senior Subordinated Loan to be made to Grantor and Holdings by Lender; and

WHEREAS, each of Grantor and Holdings has granted to the Lender a security interest in substantially all of the assets of such party including all right, title, and interest of such party in, to, and under all now owned and hereafter acquired copyrights, trademarks, and patents, together with the goodwill of the business symbolized by such party's copyrights, trademarks, and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor and Holdings under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Purchase Agreement. The Purchase Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Purchase Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender and hereby reaffirms its prior grant pursuant to the Purchase Agreement of a continuing security interest in Grantor's entire right, title, and interest in and to the following whether now owned or existing or hereafter created, acquired, or arising:

a. each trademark, patent, and copyright listed opposite its name on Schedule 1 annexed hereto (such trademarks, patents, and copyrights, respectively, the "Trademarks," "Patents," and "Copyrights"), together with any reissues, continuations, or

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

b. all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present, or future (a) infringement or dilution of any trademark, patent, or copyright, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents, and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents, and copyrights owned or registered to Grantor.

[SIGNATURE TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**FEDERAL RESOURCES SUPPLY COMPANY**

By: \_\_\_\_\_

Name: *Jane B. Derrill*

Title: *Vice President*

**ACCEPTED BY:**

**NEWSPRING SBIC MEZZANINE CAPITAL II,  
L.P.**

**By: NSM SBIC II GP, L.P.,  
Its General Partner**

**By: NSM SBIC II GP, LLC,  
Its General Partner**

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**FEDERAL RESOURCES SUPPLY COMPANY**

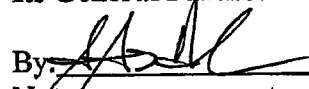
By: \_\_\_\_\_  
Name:  
Title:

**ACCEPTED BY:**

**NEWSRING SBIC MEZZANINE CAPITAL II,  
L.P.**

**By: NSM SBIC II GP, L.P.,  
Its General Partner**

**By: NSM SBIC II GP, LLC,  
Its General Partner**

By:   
Name: *STEVEN D. HOZMAN*  
Title: *President*

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Registrant</b>	<b>Status</b>	<b>Registration #</b>	<b>Registration Date</b>
FEDERAL RESOURCES	FRSC	Registered	2544819	05-March-2002

**PENDING TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Applicant</b>	<b>Status</b>	<b>Serial #</b>	<b>Application Date</b>
FR and Design	FRSC	Applied	85273402	22-March-2011

**DESIGN PATENT REGISTRATIONS**

[None]

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[None]