## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		10/09/2012	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	United Central Industrial Supply Company, L.L.C.	
Street Address:	1241 Volunteer Parkway	
Internal Address:	Suite 1000	
City:	Bristol	
State/Country:	TENNESSEE	
Postal Code:	37640	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

#### PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark	
Registration Number:	3804287	UC UNITED CENTRAL INDUSTRIAL SUPPLY	
Registration Number:	2326041		
Registration Number:	2321260	NATIONAL MINE SERVICE	
Registration Number:	3126922	TRIUNE	
Registration Number:	3288540	NATIONAL MINE SERVICE COMPANY	
Registration Number:	3288541	NATIONAL MINE SERVICE	

## **CORRESPONDENCE DATA**

Fax Number: 2123108007

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 2123108781

Email: suzin.metz@weil.com, daniel.ferguson@weil.com

Correspondent Name: Daniel T. Ferguson

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Address Line 2: 767 Fifth Avenue Address Line 4: New York, NE	7 Fifth Avenue ew York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	21151.0050		
NAME OF SUBMITTER:	Daniel T. Ferguson		
Signature:	/Daniel T. Ferguson/		
Date:	10/10/2012		
Total Attachments: 4 source=GECC Trademark Release#page1.tif source=GECC Trademark Release#page2.tif source=GECC Trademark Release#page3.tif source=GECC Trademark Release#page4.tif			

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# TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of October 9, 2012, by **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, as Administrative Agent ("Agent").

#### WITNESSETH:

WHEREAS, Agent and United Central Industrial Supply Company, L.L.C., a Delaware limited liability company ("Grantor"), were parties to that certain Trademark Security Agreement dated as of March 24, 2011 (the "Assignment"; capitalized terms not defined herein shall have the meanings used in the Assignment), pursuant to which Grantor granted a security interest to Agent in certain trademarks (the "Trademarks") and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Assignment was recorded by the United States Patent and Trademark Office on March 24, 2011, at Reel 004504 Frame 0566; and

WHEREAS, Grantor has requested that Agent release its security interest in and lien on the Trademarks and Trademark Collateral and reassign the same to Grantor.

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

- 1. Agent hereby releases and discharges fully its security interest in and lien on all of Grantor's right, title and interest in and to the following (collectively, the "Trademark Collateral"):
  - (i) each Trademark, Trademark registration and Trademark application on <u>Schedule 1</u> attached hereto and each IP License and Trademark license;
    - (ii) all reissues, continuations, renewals or extensions of the foregoing;
  - (iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each IP License and Trademark license; and
  - (iv) all products and proceeds of the foregoing, including without limitation, income, royalties, any claim by Grantor at any time due or payable or asserted with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for past, present or future (a) infringement or dilution of any Trademark, Trademark registration or Trademark licensed under any Trademark license or (b) injury to the goodwill associated with

TRADEMARK REEL: 004878 FRAME: 0542 any Trademark, Trademark registration or any Trademark licensed under any Trademark license.

- 2. Agent hereby irrevocably releases its security interest in and lien on the Trademark Collateral.
- 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 in and to the Trademark Collateral.

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

GENERAL ELECTRIC CAPITAL CORPORATION

Name:

Its: Duly Authorized Signatory

# **SCHEDULE 1**

# **TRADEMARKS**

Trademark	Country	Reg. No./	Owner
<u> 1 rauemark</u>	Country	Registered	<u> </u>
UC UNITED CENTRAL INDUSTRIAL SUPPLY	U.S.	3804287 6/15/2010	UNITED CENTRAL INDUSTRIAL SUPPLY COMPANY, L.L.C.
DESIGN MARK	U.S.	2326041 3/7/2000	UNITED CENTRAL INDUSTRIAL SUPPLY COMPANY, L.L.C.
NATIONAL MINE SERVICE	U.S.	2321260 2/22/2000	UNITED CENTRAL INDUSTRIAL SUPPLY COMPANY, L.L.C.
ANDERSON MAVOR	Alabama	106417 4/19/1995	NATIONAL MINE SERVICE, INC. STATE REGISTRATION
TRIUNE	U.S.	3126922 8/8/2006	UNITED CENTRAL INDUSTRIAL SUPPLY COMPANY, L.L.C.
NATIONAL MINE SERVICE COMPANY	U.S.	3288540 9/4/2007	UNITED CENTRAL INDUSTRIAL SUPPLY COMPANY, L.L.C.
NATIONAL MINE SERVICE	U.S.	32 <b>88</b> 541 9/4/2007	UNITED CENTRAL INDUSTRIAL SUPPLY COMPANY, L.L.C.
NATIONAL MINE SERVICE & Helmet Design (Below)	Canada	TMA 697387 9/27/2007	UNITED CENTRAL INDUSTRIAL SUPPLY COMPANY, L.L.C.
NATIONAL MINE SERVICE COMPANY & Helmet Design (left)	Canada	TMA 697388 9/27/2007	UNITED CENTRAL INDUSTRIAL SUPPLY COMPANY, L.L.C.
UC (in Square Box) UNITED CENTRAL INDUSTRIAL SUPPLY	Canada	TMA 777072 9/14/2010	UNITED CENTRAL INDUSTRIAL SUPPLY COMPANY, L.L.C.

 $\begin{array}{l} {\it Trademark\ Release\ and\ Reassignment}\\ {\it CHI02\_61003441v2\_207170-00390\ 10/5/2012\ 12:46\ PM} \end{array}$ 

**RECORDED: 10/10/2012** 

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