

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GHX Industrial, LLC		10/09/2012	LIMITED LIABILITY COMPANY: DELAWARE
United Central Industrial, L.L.C.		10/09/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	745 7th Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 9

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:	3288541	NATIONAL MINE SERVICE
Registration Number:	3288540	NATIONAL MINE SERVICE COMPANY
Registration Number:	2614555	GHX
Registration Number:	3872482	THE EXPERT FIT
Registration Number:	4062901	GOODING RUBBER

CORRESPONDENCE DATA

Fax Number: 2123108007

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

TRADEMARK

via US Mail.

Phone: 212.310.8781
Email: suzin.metz@weil.com, daniel.ferguson@weil.com
Correspondent Name: Daniel T. Ferguson
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	20051.0050
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Daniel T. Ferguson
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Signature:	/Daniel T. Ferguson/
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Date:	10/10/2012
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Total Attachments: 6
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 9, 2012, made by each of the Persons listed on the signature pages hereto (collectively, the "Grantors"), in favor of Barclays Bank PLC, as collateral agent for the Lenders (in such capacity, together with its successors in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Second Lien Guarantee and Collateral Agreement, dated as of the date hereof (the "Guarantee and Collateral Agreement"), among The United Distribution Group Inc., ("Holdings"), United Central Industrial Supply Company, L.L.C. (the "United Central Borrower") and GHX Holdings, LLC (the "GHX Borrower" and, together with the United Central Borrower, the "Borrowers" and each, a "Borrower"), the Guarantors party thereto, and the Collateral Agent.

WHEREAS, the rules of construction and other interpretive provisions specified in Section 1.2 of the Credit Agreement shall apply to this Agreement, including terms defined in the preamble and recitals hereto.

Accordingly, the Grantors and the Collateral Agent agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a continuing security interest in all of such Grantor's right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

(a) each Trademark, including, without limitation, each registered and applied for United States Trademark and all goodwill associated with or symbolized by each Trademark listed on Schedule A hereto;

(b) all assets, rights and interests that uniquely reflect or embody each Trademark; and

(c) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by such Grantor (including, without limitation, any United States Trademark identified in Schedule A hereto).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment and performance of all Obligations of such Grantor now or hereafter existing under the Guarantee and Collateral Agreement.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Agreement.

SECTION 4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 10.2 of the Credit Agreement.

SECTION 9. Expenses. Subject to Section 10.5 of the Credit Agreement, each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

SECTION 10. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have duly executed this Agreement as of the day and year first above written.

**GHX INDUSTRIAL, LLC,
as Grantor**

By: 

Name: Daniel Maddox
Title: Chief Financial Officer and
Secretary

**UNITED CENTRAL INDUSTRIAL
SUPPLY COMPANY, L.L.C.,
as Grantor**

By: _____

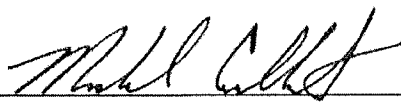
Name:
Title:

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have duly executed this Agreement as of the day and year first above written.

**GHX INDUSTRIAL, LLC,
as Grantor**

By: _____
Name:
Title:

**UNITED CENTRAL INDUSTRIAL
SUPPLY COMPANY, L.L.C.,
as Grantor**

By: 
Name: Michael Culbert
Title: Chief Financial Officer

BARCLAYS BANK PLC,
as Collateral Agent

By: 
Name: _____
Title: **Craig Malloy**
Director

Schedule A

Trademark Registrations

<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration Number</u>
United Central Industrial Supply Company, L.L.C.	UC UNITED CENTRAL INDUSTRIAL SUPPLY	3804287
United Central Industrial Supply Company, L.L.C.	DESIGN MARK	2326041
United Central Industrial Supply Company, L.L.C.	NATIONAL MINE SERVICE	2321260
United Central Industrial Supply Company, L.L.C.	TRIUNE	3126922
United Central Industrial Supply Company, L.L.C.	NATIONAL MINE SERVICE	3288541
United Central Industrial Supply Company, L.L.C.	NATIONAL MINE SERVICE COMPANY	3288540
United Central Industrial Supply Company, L.L.C.	NATIONAL MINE SERVICE & Helmet Design (Below)	TMA 697387
United Central Industrial Supply Company, L.L.C.	NATIONAL MINE SERVICE COMPANY & Helmet Design (left)	TMA 697388
United Central Industrial Supply Company, L.L.C.	UC (in Square Box) UNITED CENTRAL INDUSTRIAL SUPPLY	TMA 777072
GHX Industrial, LLC	GHX	2614555
GHX Industrial, LLC	THE EXPERT FIT	3872482
United Central Industrial Supply Company, L.L.C.	GOODING RUBBER	4062901