

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
Pump Pro's. Inc.		10/15/2012	CORPORATION: OHIO

<b>RECEIVING PARTY DATA</b>	
Name:	Bank of Montreal, as Agent
Street Address:	111 West Monroe
Internal Address:	ATTN: Jennifer Kloud
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Canadian Chartered Bank: CANADA

<b>PROPERTY NUMBERS Total: 2</b>		
Property Type	Number	Word Mark
Registration Number:	2060334	PUMP PROS
Serial Number:	85045669	SUPPLY PROS

<b>CORRESPONDENCE DATA</b>	
Fax Number:	3125585700
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	312 558-6352
Email:	lkonrath@winston.com
Correspondent Name:	Laura Konrath
Address Line 1:	35 W Wacker Drive
Address Line 2:	Winston & Strawn LLP, Suite 2800
Address Line 4:	Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	13757-6
NAME OF SUBMITTER:	Laura Konrath

CH \$65.00 2060334

Signature:	/Laura Konrath/
Date:	10/16/2012
Total Attachments: 3 source=Pump Pro's Inc TM SEC AG)#page1.tif source=Pump Pro's Inc TM SEC AG)#page2.tif source=Pump Pro's Inc TM SEC AG)#page3.tif	

**GRANT OF A SECURITY INTEREST --TRADEMARKS**

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of October 15, 2012, by PUMP PRO'S, INC. ("Grantor"), in favor of BANK OF MONTREAL, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 15, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

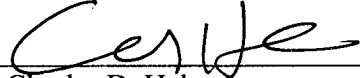
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

PUMP PRO'S, INC.

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

Name: Charles D. Hale

Title: President, Chief Financial Officer, Treasurer and Secretary

[Signature Page to Trademark Security Agreement]

**SCHEDULE A TO GRANT OF A SECURITY INTEREST**

Trademark Registrations and Applications

**I. Registered Trademarks**

Mark	Owner	Jurisdiction	App./Reg. Number	App./Reg. Date
Pump Pro's	Pump Pro's, Inc.	US	2,060,334	3/13/1997

**II. Trademark Applications**

Mark	Owner	Jurisdiction	App./Reg. Number	App./Reg. Date
Supply Pros	Pump Pro's, Inc.	US	85-045,669	5/22/2010