

## 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
Consolidated Mill Supply, Inc.		11/29/2012	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 West Monroe, 12th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85530126	VESTIS GROUP	
Registration Number:	4217052	CMS	
Registration Number:	4181091	CONSOLIDATED MILL SUPPLY, INC.	
CORRESPONDENCE DATA			
Fax Number:	4046029017		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4048884000		
Email:	jmoore2@hunton.com		
Correspondent Name:	Shelly Anderson, Hunton & Williams, LLP		
Address Line 1:	600 Peachtree Street, NE		
Address Line 2:	Bank of America Plaza Suite 4100-		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	65431.000034		
NAME OF SUBMITTER:	Shelly Anderson		

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Signature:	/Shelly Anderson/
Date:	11/30/2012
<b>Total Attachments: 5</b> source=CMS TRADEMARK Security Agreement#page1.tif source=CMS TRADEMARK Security Agreement#page2.tif source=CMS TRADEMARK Security Agreement#page3.tif source=CMS TRADEMARK Security Agreement#page4.tif source=CMS TRADEMARK Security Agreement#page5.tif	

## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 29, 2012, 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, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

### **WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, dated as of November 29, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Consolidated Mill Supply, Inc., an Illinois corporation, as Borrower, the other Credit Parties party thereto from time to time, the Lenders and each L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be 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 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 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 grants to 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 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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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.

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 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 Illinois.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the 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.

CONSOLIDATED MILL SUPPLY, INC.,  
as Grantor

By:   
Name: Mark Kaplan  
Title: President

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: 

Name: Michael Todorov

Title: Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

GRANTOR	TRADEMARK/SERVICE MARK	REGISTRATION NO.	REG. DATE
CONSOLIDATED MILL SUPPLY, INC.	CMS	4,217,052	10/2/12
CONSOLIDATED MILL SUPPLY, INC.	CONSOLIDATED MILL SUPPLY, INC.	4,181,091	7/24/12

TRADEMARK APPLICATIONS

GRANTOR	TRADEMARK/SERVICE MARK	SERIAL NO.	FILING DATE
CONSOLIDATED MILL SUPPLY, INC.	VESTIS GROUP	85/530,126	1/31/12

SCHEDULE I

GE/CMS – Trademark Security Agreement  
42766784

RECORDED: 11/30/2012

TRADEMARK  
REEL: 004910 FRAME: 0581