

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
AramSCO Holdings, Inc.		05/21/2013	CORPORATION: DELAWARE
Safeguard Industrial Supply, LLC		05/21/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal, as agent
Street Address:	111 W. Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Canadian chartered bank acting through its Chicago Branch: CANADA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3788042	MASH POD
Registration Number:	3998781	SHIELDTECH
Registration Number:	4084365	SHIELDTECH
Registration Number:	4029309	SYCLONE
Registration Number:	2707035	LYNX
Registration Number:	3008289	A ARAMSCO PROTECTING AMERICA'S PATRIOTS
Registration Number:	3005466	A ARAMSCO PROTECTING AMERICA'S PATRIOTS
Registration Number:	2540435	TRI-TUFF
Registration Number:	2481863	CHEMSAFE
Registration Number:	1294531	A ARAMSCO
Registration Number:	2307568	ARAMSCO
Registration Number:	3463173	SAFEGUARD INDUSTRIAL SUPPLY
Registration Number:	4070310	LYNX

CH \$440.00 3788042

Registration Number:	4080249	RAM-TACK
Registration Number:	4186246	AEGIS
Registration Number:	4263513	AEGIS
Serial Number:	85651774	1ST POLY

CORRESPONDENCE DATA

Fax Number: 3125585700
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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 3600
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	13757-15
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	05/23/2013

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 21, 2013, is made by Aramsco Holdings, Inc., a Delaware corporation (“AHI”), and Safeguard Industrial Supply LLC, a Delaware limited liability company (“Safeguard”) (each a “Grantor” and, collectively, the “Grantors”), in favor of Bank of Montreal (“BMO”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders, the L/C Issuers (each as defined in the Credit Agreement referred to below), and itself as a Lender, and the other Credit Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of May 21, 2013 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”) among the Borrower, Holdings, the other Loan Parties from time to time party thereto, the Administrative Agent and the Lenders and the L/C Issuers from time to time party thereto, 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 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”) in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of the 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 the Administrative 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 Borrower thereunder, each Grantor hereby agrees with the Administrative 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 mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Credit Parties, and grants to the Administrative Agent for the benefit of the Credit 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, 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 the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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 have full and complete responsibility for the prosecution, defense, enforcement or any other action in connection with its Trademark 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.

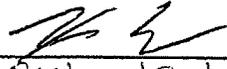
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

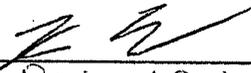
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ARAMSCO HOLDINGS, INC., as Grantor

By: 
Name: Richard Salerno
Title: CEO and President

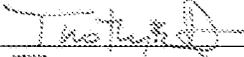
SAFEGUARD INDUSTRIAL SUPPLY, LLC, as Grantor

By: 
Name: Richard Salerno
Title: CEO and President

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

BANK OF MONTREAL,
as Administrative Agent

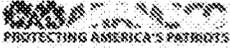
By: 
Name: Timothy E. Dene
Title: Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Owner of Mark	App. Status	Serial No., Reg. No.
MASH POD (DBA Aramsco)	Aramsco Holdings, Inc.	Registered May 11, 2010	77/525636, 3,788,042
SHIELDTECH	Aramsco Holdings, Inc.	Registered July 19, 2011	77/831987, 3,998,781
SHIELDTECH (plus design) 	Aramsco Holdings, Inc.	Registered January 10, 2012	77/832071, 4,084,365
SYCLONE	Aramsco Holdings, Inc.	Registered September 20, 2011	77/832057, 4,029,309
LYNX (plus design) 	Safeguard Industrial Supply, LLC	Registered Apr. 15, 2003	76/444548, 2,707,035
A ARAMSCO PROTECTING AMERICA'S PATRIOTS (plus design in color) 	Aramsco Holdings, Inc.	Registered Oct. 25, 2005	76/578448, 3,008,289
A ARAMSCO PROTECTING AMERICA'S PATRIOTS (plus design in b&w) 	Aramsco Holdings, Inc.	Registered October 11, 2005	76/578447, 3,005,466
TRI-TUFF	Safeguard Industrial Supply, LLC	Registered Feb. 19, 2002	76/287761, 2,540,435
CHEMSAFE	Safeguard Industrial Supply, LLC	Registered Aug. 28, 2001	75/929076, 2,481,863
A ARAMSCO (plus design) 	Safeguard Industrial Supply, LLC	Registered Sep. 11, 1984	73/428577, 1,294,531

Trademark	Owner of Mark	App. Status	Serial No., Reg. No.
ARAMSCO	Safeguard Industrial Supply, LLC	Registered Jan. 11, 2000	75/613936, 2,307,568
SAFEGUARD INDUSTRIAL SUPPLY (owned by Aramsco Holdings, Inc.)	Aramsco Holdings, Inc.	Registered July 8, 2008	77/081324, 3,463,173
LYNX	Safeguard Industrial Supply, LLC	Registered December 13, 2011	85/306043, 4,070,310
RAM-TACK	Safeguard Industrial Supply, LLC	Registered January 3, 2012	85/353061, 4,080,249
AEGIS	Safeguard Industrial Supply, LLC	Registered August 7, 2012	85/497263, 4,186,246
AEGIS	Safeguard Industrial Supply, LLC	Published October 9, 2012	85/497280 4,263,513

2. TRADEMARK APPLICATIONS

Trademark	Owner of Mark	App. Status	Serial No., Reg. No.
1 ST POLY	Safeguard Industrial Supply, LLC	Pending	85/651774