

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315818

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brooks Equipment Company, LLC		08/29/2014	LIMITED LIABILITY COMPANY: DELAWARE
Logistics Supply Company, LLC		08/29/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GCI Capital Markets LLC, as Administrative Agent		
Street Address:	150 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4484073	BECO	
Registration Number:	4484074	BECO	
Registration Number:	3539662	GENUINE	
Registration Number:	3533406	GENUINE BROOKS GUARANTEED	
Registration Number:	2741536	POWER RITE	
Registration Number:	2544328	POWER RITE	
Serial Number:	86346940	BROOKS EQUIPMENT	
CORRESPONDENCE DATA			
Fax Number:	3123322196		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.863.7266		
Email:	justin.debruyne@goldbergekohn.com		
Correspondent Name:	Justin DeBruyne, Paralegal		
Address Line 1:	c/o Goldberg Kohn, 55 E. Monroe St.		
Address Line 2:	Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6483.086		

OP \$190.00 4484073

TRADEMARK

NAME OF SUBMITTER:	Justin DeBruyne
SIGNATURE:	/justin debruyne/
DATE SIGNED:	09/02/2014
Total Attachments: 5 source=Brooks - Executed Trademark Security Agreement 1#page1.tif source=Brooks - Executed Trademark Security Agreement 1#page2.tif source=Brooks - Executed Trademark Security Agreement 1#page3.tif source=Brooks - Executed Trademark Security Agreement 1#page4.tif source=Brooks - Executed Trademark Security Agreement 1#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 29, 2014, is among BROOKS EQUIPMENT COMPANY, LLC, a Delaware limited liability company ("Brooks"), LOGISTICS SUPPLY COMPANY, LLC, a Delaware limited liability company ("Logistics"; together with Brooks, each a "Grantor" and collectively the "Grantors"), in favor of GCI CAPITAL MARKETS LLC, a Delaware limited liability company, as administrative agent (in such capacity, the "Grantee"), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantors own the Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, each Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantors, Grantee, and the other Persons party thereto as "Grantors" thereunder, each Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office)), and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

1. each Trademark registration and Trademark application owned by such Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto;

2. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

3. all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by such Grantor including, without limitation, the Trademark registrations referred to in Schedule 1 annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of any Grantor beyond the rights and obligations contained in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

[Remainder of page intentionally left blank; signature page follows.]

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

BROOKS EQUIPMENT COMPANY, LLC

By: 
Name: Eric Smith
Title: Chief Executive Officer

LOGISTICS SUPPLY COMPANY, LLC

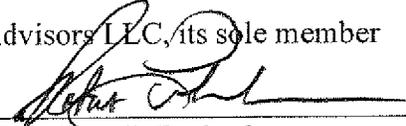
By: 
Name: Eric Smith
Title: Chief Executive Officer

Acknowledged:

GCI CAPITAL MARKETS LLC, a Delaware limited liability company, as Administrative Agent

By: GC Advisors LLC, its sole member

By:


Name: Robert G. Tuhscherer

Title: Managing Director

**Schedule 1
to
Trademark Security Agreement**

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Trademark	Jurisdiction	Application #	Application Date	Registration #	Registration Date
Logistics Supply Company, LLC	TRUFORCE	US Federal	86178826	1/30/2014	Pending	
Brooks Equipment Company, LLC	BECO	US Federal	85937375	5/20/2013	4,484,073	2/18/2014
Brooks Equipment Company, LLC		US Federal	85937380	5/20/2013	4,484,074	2/18/2014
Brooks Equipment Company, LLC		US Federal	77351723	12/13/2007	3,539,662	12/2/2008
Brooks Equipment Company, LLC		US Federal	77349571	12/11/2007	3,533,406	11/18/2008
Brooks Equipment Company, LLC	Power*Rite	US Federal	76448085	9/9/2002	2,741,536	7/29/2003
Brooks Equipment Company, LLC	Power Rite	US Federal	76092590	7/20/2000	2,544,328	3/5/2002
Brooks Equipment Company, LLC	BROOKS EQUIPMENT	Pending – Application	86346940	7/24/14	N/A	N/A