

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
Sharon Piping & Equipment L.L.C.		06/29/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Drive
Internal Address:	Suite 3700
City:	chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3056383	SONIC TORQUE
Registration Number:	2875612	SPE-LOK
Registration Number:	1793387	SHARPE
Serial Number:	78854607	SHARON PIPING & EQPT., INC.
Serial Number:	78854647	SHARON PIPING & EQPT., INC.
Serial Number:	78854591	DIR-ACT
Serial Number:	78854618	SONIC TORQUE 4X4
Serial Number:	78425529	SONIC-SOL
Serial Number:	78425618	SONIC-SWITCH

CORRESPONDENCE DATA

Fax Number: (312)863-7807
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$240.00 3056383

Phone: 312-863-7233
Email: rena.kollias@goldbergkohn.com
Correspondent Name: Rena Kollias
Address Line 1: 55 East Monroe
Address Line 2: Suite 3300
Address Line 4: chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.110
NAME OF SUBMITTER:	Rena Kollias
Signature:	/rena kollias/
Date:	07/06/2007

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of June 29, 2007, by SHARON PIPING & EQUIPMENT L.L.C., a Delaware limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for the Lenders (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, Smith Cooper International, Inc., Smith Cooper International L.L.C., Flo-Rite Products Company LLC, Agent and the lenders ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make certain Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make such Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, a joinder as of the date hereof to that certain Guarantee and Collateral Agreement dated as of October 4, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations (as defined in the Collateral Agreement), Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks (as defined in the Collateral Agreement) (other than its "intent-to-use" Trademarks until such time as such Grantor begins to use such Trademarks) and Trademark Licenses (as defined in the Collateral Agreement) to which it is a party including, but not limited to, those Trademark Licenses which are material to the conduct of the business and the United States federally registered Trademarks referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

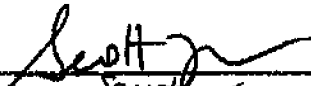
3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

SHARON PIPING & EQUIPMENT L.L.C.

By: 
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: _____
Title: _____

Signature Page to Trademark Security Agreement

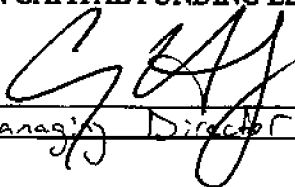
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SHARON PIPING & EQUIPMENT L.L.C.

By: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By:  _____
Title: Managing Director

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Sonic Torque	3056383	01/31/2006
Spe-Lok	2875612	08/17/2004
Sharpe	1793387	09/21/1993

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
Sharon Piping & Eqpt., Inc. (Words and Design)	78-854607	04/05/2006
Sharon Piping & Eqpt., Inc.	78-854647	04/05/2006
Dir-Act	78-854591	04/05/2006
Sonic Torque 4x4	78-854618	04/05/2006
Sonic-Sol	78-425529	05/26/2004
Sonic-Switch	78/425618	05/26/2004

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
NONE		