

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
Mayer Electric Supply Company, Inc.		03/06/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	1900 Fifth Avenue North, Upper Lobby, Regions Center		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35203		
Entity Type:	Alabama Banking Corporation: ALABAMA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2218611	FIRST CHOICE	
Registration Number:	2247314	MAYER ELECTRIC SUPPLY	
Registration Number:	3131734	MADDUX SUPPLY COMPANY	
Registration Number:	3111034	MADDUX SUPPLY COMPANY ELECTRICAL AND MECHANICAL SUPPLIES	
Registration Number:	3111035	MADDUX SUPPLY COMPANY	
Registration Number:	3653738	MAYER ELECTRIC SUPPLY	
Registration Number:	3653739	M MAYER ELECTRIC SUPPLY	
CORRESPONDENCE DATA			
Fax Number:	(205)254-1999		
Email:	tryan@maynardcooper.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Lee Sheppard		
Address Line 1:	1901 Sixth Avenue North; Ste 2400		

OP \$190.00 2218611

Address Line 4: Birmingham, ALABAMA 35203

ATTORNEY DOCKET NUMBER: 14909-33

NAME OF SUBMITTER: Lee Sheppard

Signature: /lsheppard/

Date: 03/09/2012

Total Attachments: 6

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**FIRST AMENDMENT TO SECURITY AGREEMENT AND COLLATERAL
ASSIGNMENT OF TRADEMARKS**

THIS FIRST AMENDMENT TO SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT OF TRADEMARKS (“this Amendment”) dated March 6, 2012 is entered into by and among **MAYER ELECTRIC SUPPLY COMPANY, INC.**, a Delaware corporation (“Mayer”); and **REGIONS BANK**, an Alabama banking corporation, in its capacity as collateral and administrative agent for certain lenders under the Loan Agreement (as defined below) (together with its successors in such capacity, “Agent”).

RECITALS

A. Mayer, other borrower parties and Agent are parties to that certain Security Agreement and Collateral Assignment of Trademarks dated as of October 31, 2005 (the “Security Agreement”), executed in connection with that certain Loan and Security Agreement dated as of October 31, 2005, as amended from time to time (the “Original Loan Agreement”).

B. Mayer has requested that Agent extend the maturity of and make other modifications to the Original Loan Agreement and Agent has agreed to such extension and modifications, subject to the terms and conditions set forth in that certain Amended and Restated Loan and Security Agreement dated of even date herewith (the “Loan Agreement”).

C. In connection with the Loan Agreement, Mayer and Agent have agreed to make certain modifications to the Security Agreement as more specifically set forth herein this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and in further consideration of the mutual agreements set forth herein, Mayer and Agent hereby agree as follows:

1. **Rules of Construction.** This Amendment is subject to the rules of construction set forth in the Loan Agreement.

2. **Definitions.** Capitalized terms used in this Amendment and not otherwise defined herein have the meanings defined for them in the Loan Agreement.

3. **Amendments to Security Agreement.** Paragraphs 2 and 3 of Schedule A to the Security Agreement are hereby deleted in their entirety and replaced with paragraphs 2 and 3 set forth on Schedule A attached to this Amendment.

4. **Miscellaneous.**

(a) Except as amended hereby, the Security Agreement shall continue in full force and effect.

(b) Mayer hereby represents and warrants to Agent that all representations and warranties contained in the Security Agreement are true and correct as of the date hereof (except representations and warranties that are expressly limited to an earlier date); and Mayer hereby certifies that no Event of Default nor any event that, upon notice or lapse of time or both, would constitute an Event of Default, has occurred and is continuing.

(c) This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument.

(d) The covenants and agreements contained herein shall apply to and inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

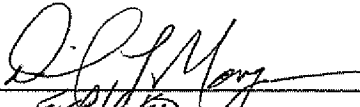
(e) Nothing contained herein shall be construed as a waiver, acknowledgment or consent to any breach of or Event of Default under the Security Agreement and other related documents not specifically mentioned herein, and the consents granted herein are effective only in the specific instance and for the purposes for which given.

(f) This Amendment shall be governed by the laws of the State of Alabama.

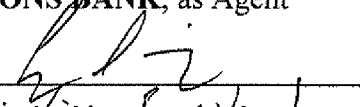
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IN WITNESS WHEREOF, Mayer and Agent have caused this Amendment to be executed and delivered by their duly authorized representatives.

**MAYER ELECTRIC SUPPLY COMPANY,
INC.**






By: 
Title: EP/CPD

REGIONS BANK, as Agent

By: 
Title: Vice President

SCHEDULE A

2. Mayer's Trademarks

Mark	Mayer's % Ownership	Jurisdiction(s) and Office Where Registered	Registration Number
	100%	US Government	2218611
	100%	US Government	2247314
MADDUX SUPPLY COMPANY	100%	US Government	3131734
	100%	US Government	3111034
	100%	US Government	3111035
MAYER ELECTRIC SUPPLY	100%	US Government	3653738
	100%	US Government	3653739

3. Mayer's Copyrights

1. Registration Number / Date: TXu000957883 / 2001-04-11
Title: Associate required training system.
2. Registration Number / Date: TXu000957874 / 2001-04-11
Title: Bar-code management system.
3. Registration Number / Date: TXu000957881 / 2001-04-11
Title: Cash management and application system.
4. Registration Number / Date: TXu000957872 / 2001-04-11
Title: Electronic data interchange system.
5. Registration Number / Date: TXu000957879 / 2001-04-11
Title: Extract program : Cobol extraction.
6. Registration Number / Date: TXu000957870 / 2001-04-23
Title: Extract program : SAVHIS.
7. Registration Number / Date: TXu000957876 / 2001-04-11

- Title: Extract program : SAVITM.
8. Registration Number / Date: TXu000957877 / 2001-04-11
Title: Human resources system : utilities.
 9. Registration Number / Date: TXu000957873 / 2001-04-04
Title: Inventory management system.
 10. Registration Number / Date: TXu000957884 / 2001-04-11
Title: MPP system.
 11. Registration Number / Date: TXu001028773 / 2002-05-06
Title: Opti-scan.
 12. Registration Number / Date: TXu001028772 / 2002-05-06
Title: Pallet-mizer short block optimizer.
 13. Registration Number / Date: TXu000957880 / 2001-04-11
Title: Payroll system : ARCO30.
 14. Registration Number / Date: TXu000957871 / 2001-04-04
Title: Payroll system : ARCO63.
 15. Registration Number / Date: TXu000957869 / 2001-04-11
Title: Payroll system : SAVEAP.
 16. Registration Number / Date: TXu000957878 / 2001-04-11
Title: Payroll system : utilities.
 17. Registration Number / Date: TXu000957882 / 2001-04-11
Title: Purchasing system.
 18. Registration Number / Date: TXu000957875 / 2001-04-11
Title: Sales system.
 19. Registration Number / Date: TXu000998497 / 2001-11-15 (identified as "Text")
Title: Job control & billing.
 20. Registration Number / Date: TXu000957886 / 2001-04-11 (identified as "Text")
Title: Legacy system manual.
 21. Registration Number / Date: PA0001071677 / 2002-01-30 (identified as a "Motion Picture")
Title: Mayer project management : MPM
 22. Registration Number / Date: TXu000998498 / 2001-11-15 (identified as "Text")

Title: Special pricing agreements (SPA) system design material.

23. Registration Number / Date: TXu000998496 / 2001-11-15 (identified as "Text")
Title: Training manual for sales and sales management associates: expediting tools
for warehouse orders.