

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement (Trademarks)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Integrated Supply Network, LLC		09/30/2013	LIMITED LIABILITY COMPANY: FLORIDA
Allsoft Technologies, LLC		09/30/2013	LIMITED LIABILITY COMPANY: FLORIDA
K-Tool Corporation of Michigan		09/30/2013	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as agent
Street Address:	300 Galleria Parkway
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2865879	ISN
Registration Number:	2650092	TOOLWEB
Registration Number:	2779017	MOUNTAIN
Registration Number:	1983343	K TOOL INTERNATIONAL
Registration Number:	1957102	K TOOL CORPORATION
Registration Number:	4204499	TOOL MANAGER
Registration Number:	4033983	TOOL DEALER EXPO
Serial Number:	85217777	POWERPLUS
Serial Number:	85806622	MONSTER MOBILE
Serial Number:	85902238	MONSTER MOBILE

CH \$265.00 2865879

CORRESPONDENCE DATA

Fax Number: 8004325298

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 401.276.6418

Email: jdavis@edwardswildman.com

Correspondent Name: Jessica Davis

Address Line 1: 2800 Financial Plaza

Address Line 2: Edwards Wildman Palmer LLP

Address Line 4: Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER:	202164.0046
NAME OF SUBMITTER:	Jessica Davis
Signature:	/JDavis/
Date:	10/01/2013
Total Attachments: 5 source=TM Securty Agmt#page1.tif source=TM Securty Agmt#page2.tif source=TM Securty Agmt#page3.tif source=TM Securty Agmt#page4.tif source=TM Securty Agmt#page5.tif	

SECURITY AGREEMENT (TRADEMARKS)

This SECURITY AGREEMENT (TRADEMARKS) dated as of September 30, 2013 (this "Security Agreement"), is by and among INTEGRATED SUPPLY NETWORK, LLC, a Florida limited liability company ("ISN"), ALLSOFT TECHNOLOGIES, LLC, a Florida limited liability company ("Allsoft"), K-TOOL CORPORATION OF MICHIGAN, a Michigan corporation ("K-Tool"), and, together with ISN and Allsoft, the "Grantors" and each a "Grantor"), and BANK OF AMERICA, N.A., a national banking association, in its capacity as agent (the "Agent").

WHEREAS each Grantor is the owner and user of the registered trademarks and/or trademark applications filed with the United States Patent and Trademark Office listed on the attached Schedule A as owned and used by such Grantor (collectively, the "Trademarks");

WHEREAS the Grantors and certain of their affiliates have entered into that certain Loan and Security Agreement dated as of September 30, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among the Grantors, the other Obligors (as defined in the Loan Agreement) party thereto from time to time, the financial institutions party thereto from time to time, and the Agent, pursuant to which the Grantors have granted to the Agent, for the benefit of the Secured Parties (as defined in the Loan Agreement), a security interest in, among other things, the Trademarks;

WHEREAS the parties to the Loan Agreement contemplate and intend that, if an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, the Agent shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Loan Agreement in connection with all of the Grantors' right, title and interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

The Grantors hereby reconfirm the terms of the Loan Agreement. The Grantors further hereby pledge and mortgage to the Agent, and grant to the Agent, for the benefit of the Secured Parties, a security interest in, all of the Grantors' right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and all of the Grantors' rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the "Trademark Collateral"). Notwithstanding the foregoing, no grant of security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark office.

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Grantors pursuant hereto secures the payment of all Obligations (as defined in the Loan Agreement) now or hereafter existing under or in respect of the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement).

The Grantors authorize and request that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Loan Agreement, and the Grantors and the Agent each hereby acknowledge and agree that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Agent with respect to the Trademark

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Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference. In the event of a conflict between the provisions of this Security Agreement and the Loan Agreement, the Loan Agreement shall control.

This Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Signature Page to Follow]

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TRADEMARK
REEL: 005122 FRAME: 0124

IN WITNESS WHEREOF, each of the Grantors and the Agent have caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

INTEGRATED SUPPLY NETWORK, LLC,
a Florida limited liability company

By: 

Name: David Bruce Weber

Title: Chief Executive Officer and President

ALLSOFT TECHNOLOGIES, LLC,
a Florida limited liability company

By: 

Name: David Bruce Weber

Title: President

K-TOOL CORPORATION OF MICHIGAN,
a Michigan corporation

By: 


Name: David Bruce Weber

Title: Treasurer

{Signature Page to Security Agreement (Trademarks)}

TRADEMARK
REEL: 005122 FRAME: 0125

BANK OF AMERICA, N.A., as Agent

By: 
Name: Steven E. Hipsman
Title: Senior Vice President

[Signature Page to Security Agreement (Trademarks)]

TRADEMARK
REEL: 005122 FRAME: 0126

SCHEDULE A

Registered Trademarks:

Grantor	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Integrated Supply Network, LLC	75/732,420		2,865,879	6/18/1999	7/27/2004
Integrated Supply Network, LLC	76/017,498		2,650,092	4/4/2000	11/12/2002
Integrated Supply Network, LLC	76/342,072		2,779,017	11/26/2001	11/4/2003
K-Tool Corporation of Michigan		74/526798	1,983,343	5/20/1994	7/2/1996
K-Tool Corporation of Michigan		74/526674	1,957,102	5/20/1994	2/20/1996
Allsoft Technologies, LLC		85/345535	4,204,499	3/14/2011	9/11/2012
Integrated Supply Network, LLC		85/181071	4,033,983	11/19/2010	10/4/2011

Trademark Applications:

Grantor	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Integrated Supply Network, LLC		85/217,777		1/14/2011	
Integrated Supply Network, LLC		85/806622		12/19/2012	
Integrated Supply Network, LLC		85/902238		4/12/2013	

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