

02-12-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102016641

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Northern Tool & Equipment Company, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: American National Bank & Trust Company of Chicago

Street Address: 120 South LaSalle Street City: Chicago State: IL Zip: 60603

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other National Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Execution Date: Nov. 15, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Inna Tsimerman Internal Address: Seyfarth Shaw

Street Address: 55 East Monroe Street Suite 4200

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41): \$ 415.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number: 19-1351

DO NOT USE THIS SPACE

9. Signature. Inna Tsimerman Name of Person Signing

Signature

December 28, 2001 Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D. C. 20231

02/11/2002 GTON11 00000051 75916198

01 FC:481 40.00 OP 02 FC:482 375.00 OP

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

4. Application number(s) or registration number(s):	
A. Trademark Application No.(s)	B. Trademark Registration No.(s)
75/916,198	1,558,596
76/014,475	1,626,672
76/014,479	1,561,594
76/141,399	1,557,371
76/142,669	2,289,007
	2,289,006
	2,492,100
	2,479,418
	2,441,069
	2,500,980
	2,067,201

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of November 15, 2001, is by Northern Tool & Equipment Company, Inc., a Minnesota corporation ("Grantor"), in favor of American National Bank & Trust Company of Chicago, as Agent (the "Agent") for the Lenders party to the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, the Grantor and Agent and certain lenders are parties to that certain Second Amended and Restated Revolving Credit Loan Agreement dated as of August 3, 1998 (the "Prior Credit Agreement"); and

WHEREAS, pursuant to the Prior Credit Agreement the Grantor and the Agent entered into that certain Second Amended and Restated Security Agreement dated as of August 3, 1998 pursuant to which the Grantor granted the Agent a security interest in the Collateral indicated therein including all trademarks of Grantor owned or thereafter acquired including, but not limited to, any applications or licenses in connection therewith (the "Prior Security Agreement"); and

WHEREAS, the Grantor, the Agent, and the Lenders named therein are entering into a Third Amended and Restated Revolving Credit Loan Agreement (as amended or otherwise modified from time to time the "Credit Agreement") pursuant to which the Lenders thereunder have agreed to make certain financial accommodations to the Grantor; and

WHEREAS, as a condition to making such financial accommodations under the Credit Agreement, the Agent, on behalf of the Lenders, requires that the Grantor execute and deliver to the Agent, for itself and the ratable benefit of the Lenders, that certain Third Amended and Restated Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, as a further condition to making loans under the Credit Agreement, the Grantor is required to execute and deliver to Agent, on behalf of the Lenders, this Trademark Security 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, the Grantor hereby agrees as follows:

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

"Trademark License" shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

"Trademarks" shall mean all of the following now owned or hereafter acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service

marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK

COLLATERAL. 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 and Trademark Licenses to which it is a party including but not limited to those 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. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Lenders, pursuant to the Security 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK COLLATERAL

Unless otherwise noted, the county where the Intellectual Property is registered or filed with a request for registration is the United States.

i) **List of Registered Trademarks**

Trademark Owner	Trademark Name	Registration Date	Registration Number
Northern Tool & Equipment Company, Inc.	NH Northern RV Direct & Design	June 3, 1997	2067201
Northern Tool & Equipment Company, Inc.	NH Northern Your Handyman Headquarters	September 26, 1989	1558596
Northern Tool & Equipment Company, Inc.	Spray Boss	December 11, 1990 (OG Renewal on March 27, 2001)	1626672
Northern Tool & Equipment Company, Inc.	NH Northern	October 17, 1989	1561594
Northern Tool & Equipment Company, Inc.	NH Northern Where the Pros and Handyman Shop	September 19, 1989	1557371
Northern Tool & Equipment Company, Inc.	Northern Tool & Equipment Co.	October 26, 1999	2289007
Northern Tool & Equipment Company, Inc.	Northern Tool & Equipment Co. (N LOGO)	October 26, 1999	2289006
Northern Tool & Equipment Company, Inc.	Northstar	September 25, 2001	2492100
Northern Tool & Equipment Company, Inc.	Northstar Proven Performance (Stylized)	August 21, 2001	2479418
Northern Tool & Equipment Company, Inc.	Northern	April 3, 2001	2441069
Northern Tool & Equipment Company, Inc.	Nortrac	October 23, 2001	2500980
Northern Tool & Equipment Company, Inc.	Northern Tool & Equipment Co. & Design	January 5, 2000	2218699 (United Kingdom)
Northern Tool & Equipment Company, Inc.	N & Design	January 5, 2000	2218692 (United Kingdom)
Northern Tool & Equipment Company, Inc.	Wel-Bilt Professional Quality Made to Last & Design	January 5, 2000	2218683 (United Kingdom)
Northern Tool & Equipment Company, Inc.	N. Northern Tool & Equipment Co. & Design	January 5, 2000	2218674 (United Kingdom)

Northern Tool & Equipment Company, Inc.	North Star Proven Performance & Design	January 5, 2000	2218678 (United Kingdom)
Northern Tool & Equipment Company, Inc.	N & Design	January 5, 2000	2218668 (United Kingdom)
Northern Tool & Equipment Company, Inc.	Northern	January 5, 2000	2218684 (United Kingdom)
Northern Tool & Equipment Company, Inc.	Northern Industrial Tool & Design	January 5, 2000	2218687 (United Kingdom)
Northern Tool & Equipment Company, Inc.	Northern Industrial Tools and Design	July 4, 2000	1739408 (European Union)
Northern Tool & Equipment Company, Inc.	North Star Proven Performance	July 4, 2000	1739028 (European Union)

ii) List of Pending Trademarks

Owner of Pending Trademark	Pending Trademark	Application Filing Date	Serial Number
Northern Tool & Equipment Company, Inc.	Northern Tool & Equipment Co.	November 5, 1998	895474 (Allowed in Canada)
Northern Tool & Equipment Company, Inc.	Northern Tool & Equipment Co. & Design ("N" Logo)	November 5, 1998	895473 (Published in Canada)
Northern Tool & Equipment Company, Inc.	Nortrac and Design	February 11, 2000	75/916,198 (Allowed in US)
Northern Tool & Equipment Company, Inc.	Northern Tractor & Power and Design	March 30, 2000	76/014,475 (Allowed in US)
Northern Tool & Equipment Company, Inc.	Motostar	March 30, 2000	76/014,479 (Pending in US)
Northern Tool & Equipment Company, Inc.	Great Plains	October 5, 2000	76/141,399 (Pending in US)
Northern Tool & Equipment Company, Inc.	Great Plains & Design	October 6, 2000	76/142,669 (Pending in US)
Northern Tool & Equipment Company, Inc.	Northern	January 5, 2000	2218696 (Pending in United Kingdom)
Northern Tool & Equipment Company, Inc.	N and Design	July 5, 2000	1774520 (Pending in European Union)
Northern Tool & Equipment Company, Inc.	N Northern Tool & Equipment Co. & Design	July 4, 2000	1738970 (Pending in European Union)
Northern Tool & Equipment Company, Inc.	Northern	July 4, 2000	1739796 (Pending in European Union)
Northern Tool & Equipment Company, Inc.	N Northern Tool & Equipment Co.	July 5, 2000	1759604 (Pending in European Union)

Equipment Company, Inc.	Equipment Co. & Design		European Union)
Northern Tool & Equipment Company, Inc.	Northern	July 5, 2000	1740273 (Pending in European Union)
Northern Tool & Equipment Company, Inc.	N and Design	July 4, 2000	1739853 (Pending in European Union)

For trademarks, show the trademark itself, the registration date and the registration number. For trademark applications, show the trademark applied for, the application filing date and the serial number of the application. Any license agreements for trademarks should be described briefly.