

10-27-2004



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

10/21/04

Form **PTO-1594** (Rev. 05/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings

RE

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

1. Name of conveying party(ies):
Global Power Equipment Group Inc.

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

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

2. Name and address of receiving party(ies)
Name: **Bank of America, N.A., as Administrative Agent**
Internal Address: **Mail Code ILL-231-08-30**
Street Address: **231 LaSalle Street**
City: **Chicago** State: **IL** Zip: **60697**

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

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: **October 1, 2004**

4. Application number(s) or registration number(s):
 A. Trademark Application No. (s) **3342292**
 B. Trademark Registration No. (s) _____

Additional number(s) attached Yes No

B. Trademark Registration No. (s) **1026140**

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Gina M. Lucas**
 Internal Address: **Suite 2900**
 Street Address: **100 N. Tryon Street**
 City: **Charlotte** State: **NC** Zip: **28202-4011**

6. Total number of applications and registrations involved: **12**

7. Total fee (37 CFR 3.41).....\$ **315.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Gina M. Lucas
 Name of Person Signing

Gina M. Lucas
 Signature

10/12/04
 Date

9

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

10/26/2004 ECOMPER 00000189 3342292
 01 FC:8521 40.00 OP
 02 FC:8522 275.00 OP

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

700173808

TRADEMARK
REEL: 003113 FRAME: 0298

Schedule B

Trademarks**Registered Trademarks**

Deltak, LLC	US	DC DELTAK CORPORATION	1026140	12/02/1975	1.
*Deltak, LLC	US	DC	1017375	08/05/1975	2.
*Deltak, LLC	US	DESIGN ONLY (Stylized 'x' with vertical line)	1017375	08/05/1975	
Deltak, LLC	US	DELTAK CORPORATION & DESIGN	1026140	12/02/1975	3.
*Deltak, LLC	US	PURCHASE POWER & DESIGN	991624	08/20/1974	4.
*Braden Manufacturing, LLC	US	BRADEN & DESIGN	1785232	08/03/1993	5.
*Braden Manufacturing, LLC	US	EXCEL	2107670	10/21/1997	6.
*Braden Manufacturing, LLC	US	TRICEL	2118311	12/02/1997	7.
*Braden Manufacturing, LLC	US	PFS	2186188	09/01/1998	8.
*Braden Manufacturing, LLC	US	CLS	2494051	10/02/2001	9.

Pending Trademark Applications

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	
Global Power Equipment Group	Community Trademark	GLOBAL POWER EQUIPMENT GROUP	3342292	07/26/2003	10.
Global Power Equipment Group	US	GLOBAL POWER EQUIPMENT GROUP	78176664	10/21/2002	11.
Braden Manufacturing, LLC	US	CONSOLIDATED FABRICATORS CONFAB A DIVISION OF BRADEN MANUFACTURING	78483435	09/14/2004	12.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 1, 2004 (this "Agreement"), among GLOBAL POWER EQUIPMENT GROUP INC., a Delaware corporation (the "Borrower"), the other Persons (such capitalized term and all other capitalized terms not otherwise defined herein to have the meanings provided for in the Security Agreement referred to below) identified in the signature page hereof (the Borrower and such other Persons are each referred to herein, individually, as a "Grantor" and, collectively, as the "Grantors"), and BANK OF AMERICA, N.A., as administrative agent and collateral agent (in such capacity, the "Administrative Agent") for the Secured Parties. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Security Agreement (defined below).

WITNESSETH:

WHEREAS, pursuant to a Security Agreement dated as of October 1, 2004 (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors and the Administrative Agent and in order to obtain the benefits referred to therein, each Grantor has granted to the Administrative Agent a security interest in substantially all of such Grantor's property, including, without limitation, the Collateral referred to in Section 1 below; and

WHEREAS, pursuant to the Security Agreement, each Grantor has agreed to execute this Agreement in respect of its Collateral for recording with the U.S. Patent and Trademark Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, each Grantor and the Administrative Agent agree as follows:

1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the United States patents, patent applications and patent licenses set forth in Schedule A hereto opposite the name of such Grantor, as Schedule A may be supplemented from time to time by supplements to the Security Agreement and this Agreement which may be executed and delivered by such Grantor to the Administrative Agent from time to time, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

the United States trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto opposite the name of such Grantor, as Schedule B

Intellectual Property Security Agreement

WFIV218944.3

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may be supplemented from time to time by supplements to the Security Agreement and this Agreement which may be executed and delivered by such Grantor to the Administrative Agent from time to time (the "Trademarks");

(b) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents and Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(c) any and all Proceeds of the foregoing.

2. Security for Obligations. The pledge and collateral assignment of, and the grant of a security interest in, the Collateral by each Grantor under this Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

3. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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

[Signatures follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

GLOBAL POWER EQUIPMENT GROUP INC., a Delaware corporation ("Grantor")

By: James P. Wilson
Name: James P. Wilson
Title: Chief Financial Officer and V.P. of Finance

Address for notices to any Grantor:
c/o **Global Power Equipment Group Inc.**
6120 South Yale, Suite 1480
Tulsa, OK 74136
Attention:
Telephone:
Facsimile:

DELTA K, L.L.C., a Delaware limited liability company ("Grantor")

By: _____
Name: Monte E. Ness
Title: President

BRADEN MANUFACTURING, L.L.C., a Delaware limited liability company ("Grantor")

By: _____
Name: Gene Schockemoehl
Title: President

BANK OF AMERICA, N.A., as Administrative Agent ("Administrative Agent")

By: _____
Name:
Title:

Address for notices to Administrative Agent:
Agency Management
231 LaSalle Street
Mail Code IL1-231-08-30
Chicago, IL 60697
Attention: Suzann Paul
Telephone: 312-923-1640
Facsimile: 877-206-8435

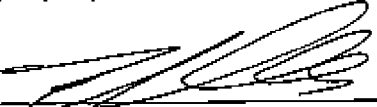
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BANK OF AMERICA, N.A.,
as Administrative Agent
 ("Administrative Agent")

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Administrative Agent:
Agency Management
231 LaSalle Street
Mail Code IL1-231-08-30
Chicago, IL 60697
Attention: Suzanne Paul
Telephone: 312-923-1640
Facsimile: 877-206-8435

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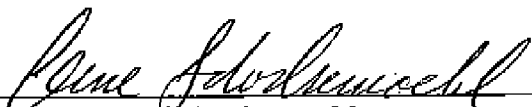
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as Administrative Agent
("Administrative Agent")

Address for notices to
Administrative Agent:

Agency Management
231 LaSalle Street
Mail Code IL1-231-08-30
Chicago, IL 60697
Attention: Linda K. Lov
Telephone: 312-828-8010
Facsimile: 877-206-1766

By: David A. Johanson
Name: David A. Johanson
Title: Vice President