

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pliers International, Inc.		07/18/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	425 Walnut Street		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1317649	NICKERSON	
<b>Registration Number:</b>	1313162	NM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-783-2700		
<b>Email:</b>	pagodoa@federalresearch.com		
<b>Correspondent Name:</b>	CBC Companies dba Federal Research		
<b>Address Line 1:</b>	1030 Fifteenth Street, NW, Suite 920		
<b>Address Line 2:</b>	attn: Penelope J.A. Agodoa		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa		
<b>Signature:</b>	/pja/		
<b>Date:</b>	07/21/2005		

**CH \$65.00 1317649**

**Total Attachments: 6**

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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

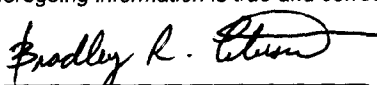
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <u>PLIERS INTERNATIONAL INC.</u></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State <u>DE</u>  <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>U.S. BANK NATIONAL ASSOCIATION</u> Internal Address: _____ Street Address: <u>425 WALNUT STREET</u> City: <u>CINCINNATI</u> State: <u>OH</u> Zip: <u>45202</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input checked="" type="checkbox"/> Association <u>National Banking Association</u>  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input type="checkbox"/> Corporation-State _____  <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement                  <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other</p> <p>Execution Date: <u>7/18/2005</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>SEE ATTACHED.</u></p> <p>B. Trademark Registration No.(s) <u>SEE ATTACHED.</u></p> <p style="text-align: right;">Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Penelope Agodoa</u> Internal Address: <u>Federal Research Corporation</u> _____ _____ Street Address: <u>1030 15th Street, NW</u> <u>Suite 920</u> City <u>Washington</u> State: <u>DC</u> Zip: <u>20005</u></p>	<p>6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px 5px;">2</span></p> <p>7. Total fee (37 CFR 3.41).....\$ _____ <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ <small>(Attach duplicate copy of this page if paying by deposit account)</small></p>

**DO NOT USE THIS SPACE**

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Bradley R. Petersen                                                                            07/21/2005  
Name of Person Signing                                      Signature                                      Date

Total number of pages including cover sheet, attachments, and document: 6

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

SCHEDULE 1 TO SUPPLEMENTAL TRADEMARK SECURITY AGREEMENTTrademarks

Owner: Pliers International Inc.

<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Date Registered</u>
USA	NICKERSON	1,317,649	2/5/85
USA	NM	1,313,162	1/8/85

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT ("Agreement"), dated July 10, 2005, is made by Pliers International Inc., a Delaware corporation, located at 10 Keith Way, Hingham, MA 02034, ("Assignor") in favor of U.S. Bank National Association, a national banking association, located at 425 Walnut Street, Cincinnati, Ohio 45202, as Collateral Agent (in such capacity, together with any permitted successors and assigns, "Assignee"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Security Agreement (as hereinafter defined).

WHEREAS, Assignor is the registrant for the trademarks and service marks listed on the annexed Schedule 1 hereto, which trademarks and service marks are registered in the United States (the "Trademarks") having acquired such marks, along with the goodwill of the business symbolized by and associated with such marks, from Nickerson Machinery Co. Inc., a Massachusetts corporation, pursuant to an Assignment, dated July 1, 1999, and recorded in the U.S. Patent and Trademark Office on August 3, 2004 at Reel 2907/Frame 0588;

WHEREAS, the Assignor has entered into a Security Agreement, dated June 10, 2004, among Assignor and the other grantors signatory thereto, and Assignee (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Obligations, Assignor has pledged and assigned to Assignee, and granted to Assignee, for the benefit of the Agents and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Trademarks, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks, and the applications and registrations thereof, and all proceeds thereof (the "Collateral");

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Security Agreement, as collateral security for all of the Obligations, Assignor hereby pledges and assigns to the Assignee, and grants to the Assignee, for the benefit of the Agents and the Lenders, a continuing security interest in the Collateral.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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

PLIERS INTERNATIONAL INC.

By: 

Name: Robert P. Lienesch

Title: Treasurer

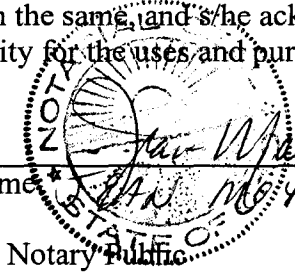
STATE OF OHIO

ss.:

COUNTY OF HAMILTON

On this 18<sup>th</sup> day of July, 2005, before me personally came ROBERT P. LIWESCH to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the TREASURER of Pliers International Inc., a Delaware corporation, and that s/he executed the foregoing instrument in the name of Pliers International Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said entity for the uses and purposes therein mentioned.

By: \_\_\_\_\_  
Name: JOHN MEYER



Notary Public  
My Commission Expires: JUNE 11, 2007

SCHEDULE 1 TO SUPPLEMENTAL TRADEMARK SECURITY AGREEMENTTrademarks

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