

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Peerless Chain Company		07/31/2006	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Cit Group/Business Credit, Inc.		
<b>Street Address:</b>	10 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Lender: ILLINOIS		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0635771	ACCOLOY	
Registration Number:	2196606	ARCTIC-TRAC	
Registration Number:	1368670		
Serial Number:	78867736	AUTO TRAC	
Registration Number:	1157843	BINDEX	
Registration Number:	1055919	BLACK CAT	
Registration Number:	2319169	E-Z SLING	
Registration Number:	1120371		
Registration Number:	1129467	LOGEX	
Registration Number:	1121735		
Registration Number:	1301286	PUSHOVER	
Registration Number:	2258679	S7	
Registration Number:	1950459	SCAN PAK	
Serial Number:	75771603	STRONGHOLD	

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**TRADEMARK**  
**REEL: 003420 FRAME: 0887**

Registration Number:	1460618	TENSO
Registration Number:	2206971	TN
Registration Number:	0654271	V-BAR
Registration Number:	0524392	WEED

#### CORRESPONDENCE DATA

Fax Number: (312)782-8585

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312-782-3939

Email: jdowdell@jonesday.com

Correspondent Name: Jacqueline C. Dowdell

Address Line 1: 77 West Wacker

Address Line 2: Jones Day, Suite 3500

Address Line 4: Chicago, ILLINOIS 60601-1692

ATTORNEY DOCKET NUMBER:	973429-365-002
NAME OF SUBMITTER:	Jacqueline C. Dowdell
Signature:	/Jacqueline C. Dowdell/
Date:	11/02/2006

#### Total Attachments: 5

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COLLATERAL ASSIGNMENT OF TRADEMARKS AND PATENTS AND SECURITY  
AGREEMENT

COLLATERAL ASSIGNMENT OF TRADEMARKS AND PATENTS AND SECURITY AGREEMENT dated as of July 31, 2006 ("Agreement"), between PEERLESS CHAIN COMPANY, a Minnesota corporation (together with its successors and assigns, the "Grantor"), and THE CIT GROUP/BUSINESS CREDIT, INC., as Lender (the "Lender");

RECITALS:

(1) This Agreement is made pursuant to the Third Amended and Restated Financing Agreement, dated as of July 31, 2006 (as amended, restated or otherwise modified from time to time, the "Financing Agreement"), between the Grantor and the Lender pursuant to which the Grantor has granted to the Lender, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants and agrees with the Lender as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Financing Agreement.

Section 2. Grant of Security Interest. As security for the prompt payment and performance of the Obligations, the Grantor hereby assigns, transfers, conveys and grants to the Lender, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all of the Patents issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule B hereto);

(vi) all applications for Patents to be issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule B to this Agreement);

(vii) all Patents issued by any other country or any office, agency or other governmental authority thereof;

(viii) all applications for Patents to be issued by any office, agency or other governmental authority referred to in clause (vii) above;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Grantor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Lender shall keep all such information, knowledge, records or data strictly confidential in accordance with the Financing Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all goodwill related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Grantor related to the foregoing; and


(xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Grantor and the Lender primarily for recording purposes as contemplated by the Financing Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Financing Agreement, the terms and provisions of such Financing Agreement shall govern.

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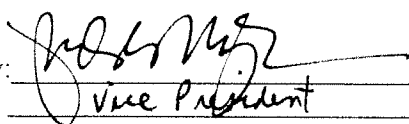
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

PEERLESS CHAIN COMPANY

By:   
\_\_\_\_\_  
Peerless Chain Company

Accepted and acknowledged by:

THE CITY GROUP/BUSINESS CREDIT,  
INC.

By:   
\_\_\_\_\_  
Vice President

Schedule A  
to Collateral Assignment of Trademarks and  
Patents and Security Agreement

<u>Trademarks</u>	<u>Country</u>	<u>Application No. and/or Registration No.</u>	<u>Application Filing Date and/or Registration Date</u>
ACCOLOY	United States	No. 0635771	October 16, 1956
ARTIC-TRAC	United States	No. 2196606	October 13, 1998
AUTOMOBILE DESIGN	United States	No. 1368670	November 5, 1985
AUTO TRAC	United States	No. 78867736	April 24, 2006
BINDEX	United States	No. 1157843	June 23, 1981
BLACK CAT	United States	No. 1055919	January 11, 1977
E-Z SLING	United States	No. 2319169	February 15, 2000
FISH DESIGN	United States	No. 1120371	June 19, 1979
LOGEX	United States	No. 1129467	January 22, 1980
PINE TREE DESIGN	United States	No. 1121735	July 10, 1979
PUSHOVER	United States	No. 1301286	October 23, 1984
S7	United States	No. 2258679	July 6, 1999
SCAN PAK	United States	No. 1950459	January 23, 1996
STRONGHOLD PLUS DESIGN	United States	No. 75771603	August 9, 1999
TENSO	United States	No. 1460618	October 13, 1987
TN	United States	No. 2206971	December 1, 1998
V-BAR	United States	No. 0654271	November 5, 1957
WEED	United States	No. 0524392	April 25, 1950

Schedule B  
to Collateral Assignment of Trademarks and  
Patents and Security Agreement

<u>Patents</u>	<u>Country</u>	<u>Application No. and/or Registration No.</u>	<u>Application Filing Date and/or Registration Date</u>
Load Bearing Device including overboard indicator	United States	No. 7032466	April 25, 2006
Wire Spring latch safety hook	United States	No. 6907645	June 21, 2005
Apparatus and method for displaying and dispensing chain or the like	United States	No. 5495653	March 5, 1996
Container with chain retaining opening	United States	No. 5293998	March 15, 1994
Traction cable	United States	No. 5068948	December 3, 1991
Traction cable	United States	No. 4825923	May 2, 1989
Merchandise hanger assembly	United States	No. 4801116	January 31, 1989