

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alter Trading Corporation		12/29/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	LaSalle Bank National Association, as administrative agent		
Street Address:	One North Brentwood Blvd.		
Internal Address:	Ste 950		
City:	Clayton		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3002573	WRENCH-N-GO	
Registration Number:	1575534	ALTER TRADING CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	18003568630		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Lewis, Rice & Fingersh, L.C.		
Address Line 1:	500 N. Broadway		
Address Line 2:	Suite 2000		
Address Line 4:	St. Louis, MISSOURI 63102-2147		
ATTORNEY DOCKET NUMBER:	106253.38859		
NAME OF SUBMITTER:	Matthew Mayer		

CH \$65.00 3002573

Signature:	/Matthew Mayer/
Date:	01/02/2007
Total Attachments: 4 source=alter trading - LaSalle TM 2#page3.tif source=alter trading - LaSalle TM 2#page4.tif source=alter trading - LaSalle TM 2#page5.tif source=alter trading - LaSalle TM 2#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of December 29, 2006, and is by ALTER TRADING CORPORATION, an Iowa Delaware corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. The Grantor has entered into an Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by, and all obligations and liabilities of, the Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest and lien in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and

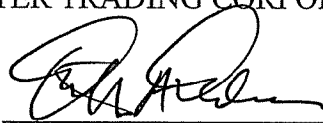
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest and lien is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles.

[signature page follows]

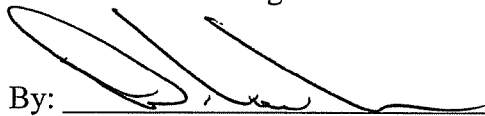
The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

ALTER TRADING CORPORATION

By: 
Print Name: Keith A. Rhodes
Title: Vice President (Finance), Treasurer

Acknowledged:

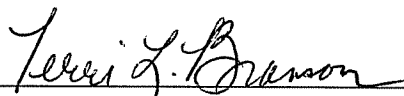
LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Print Name: David Vande Ven
Title: Vice President

STATE OF MISSOURI)
) ss
CITY OF ST. LOUIS)

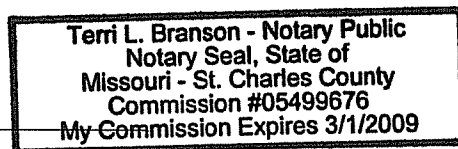
On this 28th day of December, 2006, before me appeared Keith A. Rhodes, to me personally known, who, being by me duly sworn did say that he is the Vice President (Finance) and Treasurer of Alter Trading Corporation, an Iowa corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors, and said Keith A. Rhodes acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid the day and year first above written.


Notary Public

(Seal)

My Commission Expires: _____



SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Federal Trademarks, Trademark Applications and Trademark Licenses

Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Wrench-N-Go	78-220,211	3,002,573	2/28/03	9/27/05
Alter Trading Corporation & Design	73-719,355	1,575,534	3/28/88	1/2/90

State Trademarks, Trademark Applications and Trademark Licenses

Trademark	State	Registration Date
Max Phillips & Son	Wisconsin	8/30/06