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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Northern Tool & Equipment Company, Inc.

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

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) May/6, 2007

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A.

Internal

Address: \_\_\_\_\_

Street Address: 120 North LaSalle Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Bank

Citizenship \_\_\_\_\_  
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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
76/014479, 78/680857, 77/082391, 78/192055

B. Trademark Registration No.(s)  
2067201, 2289007, 2289006, 2390954, 2559203, 2557716,

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

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

Name: Christina McClure, Paralegal

Internal Address: c/o Latham & Watkins

Street Address: 233 S. Wacker Drive, Suite 5800

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312/876-6557

Fax Number: 312/993-9767

Email Address: christina.mcclure@lw.com

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

22

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 565.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature: Christina McClure  
Signature

May/7, 2007  
Date

05/21/2007 DBYRNE 00000113 76014479

01 FC:8521 40.00  
02 FC:8522 535.00 OP  
03 FC:8523 120.00 OP  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**4B. Additional Trademark Registration No.(s)**

2362616  
2227873  
2961715  
2918754  
2919974  
3130851  
3028748  
1178879  
2393374  
2593923  
2947728  
TXU627580  
76/014,479  
78/680857  
77/082391  
78/192055

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 16, 2007, is by Northern Tool & Equipment Company, Inc., a Minnesota corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as Agent (the "Agent") for the Lenders party to the Credit Agreement referred to below.

### WITNESSETH:

WHEREAS, the Grantor and Agent and certain lenders are parties to that certain Fourth Amended and Restated Revolving Credit Loan Agreement dated as of December 23, 2003 (as amended, restated or otherwise modified from time to time, the "Prior Credit Agreement"); and

WHEREAS, pursuant to that certain Third Amended and Restated Security Agreement dated as of November 15, 2001 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 (as amended, restated and reaffirmed from time to time, the "Security Agreement"); as security for the Grantor's obligations under the Prior Credit Agreement, as it may be amended, modified, supplemented or restated from time to time; and

WHEREAS, the Grantor, the Agent, and the Lenders named therein have amended and restated the Prior Credit Agreement by entering into a Fifth Amended and Restated Revolving Credit Loan Agreement dated as of March 6, 2007 (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 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, Grantor hereby agrees as follows:

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

"Trademark License" shall mean rights under any written agreement now owned or hereafter acquired by the 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 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. The Grantor hereby grants to the Agent, on behalf of itself and the 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 the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any 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 the Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. The 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]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NORTHERN TOOL & EQUIPMENT  
COMPANY, INC.

By:   
Name: THOMAS E. ERICKSON  
Title: C.F.O.

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Trademark Security Agreement]*

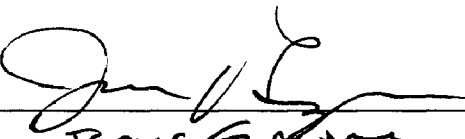
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NORTHERN TOOL & EQUIPMENT  
COMPANY, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,  
as Agent

By:  \_\_\_\_\_  
Name: James Ferguson  
Title: Vice President

*[Signature Page to Trademark Security Agreement]*

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK COLLATERAL**

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

i) List of Registered US Trademarks

| <u>Trademark Owner</u>                  | <u>Trademark Name</u>                        | <u>Registration Date</u> | <u>Registration Number</u> |
|-----------------------------------------|----------------------------------------------|--------------------------|----------------------------|
| Northern Tool & Equipment Company, Inc. | NH Northern RV Direct & Design               | 06/03/1997               | 2067201                    |
| Northern Tool & Equipment Company, Inc. | NH Northern Your Handyman Headquarters       | 09/26/1989               | 1558596                    |
| Northern Tool & Equipment Company, Inc. | Spray Boss                                   | 12/11/1990               | 1626672                    |
| Northern Tool & Equipment Company, Inc. | NH Northern                                  | 10/17/1989               | 1561594                    |
| Northern Tool & Equipment Company, Inc. | NH Northern Where the Pros and Handyman Shop | 09/19/1989               | 1557371                    |
| Northern Tool & Equipment Company, Inc. | Northern Tool & Equipment Co.                | 10/26/1999               | 2289007                    |
| Northern Tool & Equipment Company, Inc. | Northern Tool & Equipment Co. (N LOGO)       | 10/26/1999               | 2289006                    |
| Northern Tool & Equipment Company, Inc. | Northstar                                    | 09/25/2001               | 2492100                    |
| Northern Tool & Equipment Company, Inc. | Northstar Proven Performance (Stylized)      | 08/21/2001               | 2479418                    |
| Northern Tool & Equipment Company, Inc. | Northern                                     | 04/03/2001               | 2441069                    |

| <u>Trademark Owner</u>                  | <u>Trademark Name</u>          | <u>Registration Date</u> | <u>Registration Number</u> |
|-----------------------------------------|--------------------------------|--------------------------|----------------------------|
| Northern Tool & Equipment Company, Inc. | Nortrac                        | 10/23/2001               | 2500980                    |
| Northern Tool & Equipment Company, Inc. | Great Plains                   | 10/05/2000               | 2561468                    |
| Northern Tool & Equipment Company, Inc. | Great Plains & Design          | 10/06/2000               | 2638362                    |
| Northern Tool & Equipment Company, Inc. | Continental Abrasives & Design | 10/03/2000               | 2390954                    |
| Northern Tool & Equipment Company, Inc. | Euro Cut                       | 04/09/2002               | 2559203                    |
| Northern Tool & Equipment Company, Inc. | Eurocut & Design               | 04/09/2002               | 2557716                    |
| Northern Tool & Equipment Company, Inc. | Eurocut Diamond Products       | 06/27/2000               | 2362616                    |
| Northern Tool & Equipment Company, Inc. | Magna Cut & Design             | 03/02/1999               | 2227873                    |
| Northern Tool & Equipment Company, Inc. | Man With Hammer Design         | 06/14/2005               | 2961715                    |
| Northern Tool & Equipment Company, Inc. | NH Northern                    | 10/17/1989               | 1561594                    |
| Northern Tool & Equipment Company, Inc. | NH Northern Where The Pros And | 09/19/1989               | 1557371                    |
| Northern Tool & Equipment Company, Inc. | NH Northern Your Handyman Head | 09/26/1989               | 1558596                    |
| Northern Tool & Equipment Company, Inc. | Northern                       | 04/03/2001               | 2441069                    |
| Northern Tool & Equipment Company, Inc. | Northern Industrial Tools      | 01/18/2005               | 2918754                    |
| Northern Tool & Equipment               | Northern Tool & Equipment      | 01/18/2005               | 2919974                    |

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CH927672.1

**TRADEMARK**  
**REEL: 003551 FRAME: 0201**



| <u>Trademark Owner</u>                  | <u>Trademark Name</u>                              | <u>Registration Date</u> | <u>Registration Number</u> |
|-----------------------------------------|----------------------------------------------------|--------------------------|----------------------------|
| Company, Inc.                           |                                                    |                          |                            |
| Northern Tool & Equipment Company, Inc. | Northern Tool + Equipment & Design                 | 08/15/2006               | 3130851                    |
| Northern Tool & Equipment Company, Inc. | Northern Tractor & Power and Design                | 03/30/2000               | 2541529                    |
| Northern Tool & Equipment Company, Inc. | Northstar                                          | 09/25/2001               | 2492100                    |
| Northern Tool & Equipment Company, Inc. | Northstar Proven Performance (Stylized)            | 08/21/2001               | 2479418                    |
| Northern Tool & Equipment Company, Inc. | Nortrac                                            | 10/23/2001               | 2500980                    |
| Northern Tool & Equipment Company, Inc. | Nortrac and Design                                 | 12/11/2001               | 2518549                    |
| Northern Tool & Equipment Company, Inc. | Roughneck                                          | 12/13/2005               | 3028748                    |
| Northern Tool & Equipment Company, Inc. | Roughneck                                          | 11/24/1981               | 1178879                    |
| Northern Tool & Equipment Company, Inc. | Sidekick (Stylized)                                | 10/10/2000               | 2393374                    |
| Northern Tool & Equipment Company, Inc. | Spray Boss                                         | 12/11/1990               | 1626672                    |
| Northern Tool & Equipment Company, Inc. | Stud Chopper (Stylized)                            | 07/16/2002               | 2593923                    |
| Northern Tool & Equipment Company, Inc. | The Right Store. The Right Solution.               | 05/10/2005               | 2947728                    |
| Northern Tool & Equipment Company, Inc. | Universal Guide To High Pressure & Steam Cleaner R | 04/04/1994               | TXU627580                  |

ii) List of Pending US Trademarks

| <u>Owner of Pending Trademark</u>       | <u>Pending Trademark</u>                | <u>Application Filing Date</u> | <u>Application Number</u> |
|-----------------------------------------|-----------------------------------------|--------------------------------|---------------------------|
| Northern Tool & Equipment Company, Inc. | Nortrac and Design                      | 02/11/2000                     | 75/916,198                |
| Northern Tool & Equipment Company, Inc. | Motostar                                | 03/30/2000                     | 76/014,479                |
| Northern Tool & Equipment Company, Inc. | "N" & Star Design                       | 07/28/2005                     | 78/680857                 |
| Northern Tool & Equipment Company, Inc. | Northstar Proven Performance and Design | 01/12/2007                     | 77/082391                 |
| Northern Tool & Equipment Company, Inc. | Wel-Bilt                                | 12/06/2002                     | 78/192055                 |