

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Williams Specialty Services, LLC		01/22/2008	LIMITED LIABILITY COMPANY: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Morgan Stanley and Co. Incorporated		
<b>Street Address:</b>	1585 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2029223	WILLIAMS INSIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)293-6330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(202) 956-7685		
<b>Email:</b>	carrierr@sullcrom.com		
<b>Correspondent Name:</b>	Rita M. Carrier		
<b>Address Line 1:</b>	1701 Pennsylvania Avenue, N.W.		
<b>Address Line 2:</b>	Sullivan and Cromwell LLP		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20006		
<b>NAME OF SUBMITTER:</b>	Rita M. Carrier		
<b>Signature:</b>	/Rita M. Carrier/		
<b>Date:</b>	01/22/2008		

OP \$40.00 2029223

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 22, 2008, is made by WILLIAMS SPECIALTY SERVICES, LLC, a Georgia limited liability company, located at 2076 West Park Place, Stone Mountain, Georgia 30087 (the "Grantor") in favor of MORGAN STANLEY & CO. INCORPORATED, a Delaware corporation, located at 1585 Broadway, New York, New York 10036, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties under the Credit Agreement, dated as of January 22, 2008 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement"), by and among GLOBAL POWER EQUIPMENT GROUP INC. (the "Company"), as borrower, the other Credit Parties thereto, including but not limited to the Grantor, as Guarantors, the Lenders party thereto, MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), bookrunner and lead arranger, the Collateral Agent, THE CIT GROUP/BUSINESS CREDIT, INC., as revolving agent for the Revolving Lenders and syndication agent, and GENERAL ELECTRIC CAPITAL CORPORATION, as documentation agent.

WHEREAS, pursuant to the Credit Agreement, the Administrative Agent and the Lenders have severally agreed to make the Loans to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain Credit Parties have executed and delivered that certain Security Agreement and Pledge Agreement, dated as of January 22, 2008, in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor assigned, pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in certain assets and property of the Grantor, including the Trademarks; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, in consideration of the forgoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement and the Security Agreement.
2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, all

of the Grantor's right, title and interest in, to and under the Trademarks, whether presently existing or hereafter acquired or created (including without limitation the items listed on Schedule A hereto) (collectively, the "Collateral"), to the Collateral Agent, for the benefit of the Secured Parties.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof.

4. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[Signatures Appear on the Following Page]

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

WILLIAMS SPECIALTY SERVICES, LLC,  
as Grantor

By: \_\_\_\_\_  
Name: John M. Matheson  
Title: Manager


MORGAN STANLEY & CO. INCORPORATED,  
as Collateral Agent

By:  \_\_\_\_\_  
Name: Gavin Eslera  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement – Williams Specialty]

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

WILLIAMS SPECIALTY SERVICES, LLC,  
as Grantor

By:   
Name: *W. H. JOHNSON*  
Title: *SECRETARY*

MORGAN STANLEY & CO. INCORPORATED,  
as Collateral Agent

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

STATE OF Georgia )  
 ) ss.:

COUNTY OF Gwinnett )

On this 18 day of January 2008, before me, the undersigned, a notary public in and for said state and county, personally appeared W.H. Johnson, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Williams Specialty Services, LLC, a Georgia limited liability company, as the Secretary of such corporation and acknowledged to me that the execution and delivery of said instrument was duly authorized by said corporation.

Victoria M. Morgan  
Notary Public

my commission expires 4-15-2010

(Affix Seal Below)

**Schedule A**

**United States Trademark Registrations**

<b>Trademark</b>	<b>Registration Number</b>
WILLIAMS INSIGHT	2,029,223