

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deltak, L.L.C.		01/22/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley and Co. Incorporated		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1017375	DC	
Registration Number:	1026140	DC DELTAK CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	(202)293-6330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(202) 956-7685		
Email:	carrier@sullcrom.com		
Correspondent Name:	Rita M. Carrier		
Address Line 1:	1701 Pennsylvania Avenue, N.W.		
Address Line 2:	Sullivan and Cromwell LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
NAME OF SUBMITTER:	Rita M. Carrier		
Signature:	/Rita M. Carrier/		
Date:	01/22/2008		

OP \$65.00 1017375

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 DELTAK, L.L.C. (also known as DELTAK, LLC), a Delaware limited liability company, located at 13330 12th Avenue North, Plymouth, Minnesota 55441 (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.

DELTAK, L.L.C.,
as Grantor

By: _____
Name: John M. Matheson
Title: Director

MORGAN STANLEY & CO. INCORPORATED,
as Collateral Agent

By:  _____
Name: Gavin Belera
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement - Deltak]

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.

DELTAK, L.L.C.,
as Grantor

By: 

Name: John M. Matheson

Title: Director

MORGAN STANLEY & CO. INCORPORATED,
as Collateral Agent

By: _____

Name:

Title:

[Signature Page to Trademark Security Agreement - Deltak]

TRADEMARK
REEL: 003701 FRAME: 0390

STATE OF New York)
)

ss.:

COUNTY OF New York)

On this 18th day of January 2008, before me, the undersigned, a notary public in and for said state and county, personally appeared John Matheson, 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 Deltak, LLC, a Delaware limited liability company, as the Director of such corporation and acknowledged to me that the execution and delivery of said instrument was duly authorized by said corporation.



Notary Public

(Affix Seal Below)

OMER DURU
Notary Public, State of New York
No. 01DU6173769
Qualified in New York County
Commission Expires September 4, 2011

Schedule A

United States Trademark Registrations

Trademark	Registration Number
DC	1,017,375
DC DELTAK CORPORATION	1,026,140