

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
Drives, LLC		05/27/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Harris N.A.
Street Address:	201 South Grove Avenue
City:	Barrington
State/Country:	ILLINOIS
Postal Code:	60610
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2881694	DRIVES
Registration Number:	2884372	DRIVES
Registration Number:	3169997	SILVER SHIELD CR
Registration Number:	3217399	EXTENDED LIFE CHP
Registration Number:	3299923	EXC
Serial Number:	77375711	EZ CHAIN WEAR GAUGE
Serial Number:	77375688	EZ CHAIN RACK

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 845-3430
 Email: kalwa@chapman.com
 Correspondent Name: Richard Kalwa
 Address Line 1: 111 West Monroe Street

CH \$190.00 2881694

Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1683390
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	05/27/2008

Total Attachments: 4
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TRADEMARK COLLATERAL AGREEMENT

This 27th day of May, 2008, Drives, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 1009 First Street, Fulton, Illinois 61252-0350, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association, with its mailing address at 201 South Grove Avenue, Barrington, Illinois, 60610, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

DRIVES, LLC

By David J. Vogel
Name DAVID J. VOGEL
Title PRESIDENT & CEO

Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

By _____
Name _____
Title _____

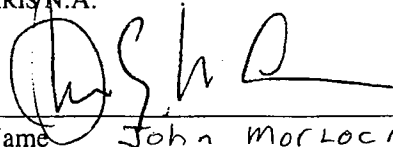
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

DRIVES, LLC

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

By  _____
Name John Morlock
Title SVP

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
DRIVES	2,881,694	09/07/04
DRIVES (with Logo)	2,884,372	09/14/04
SILVER SHIELD CR	3,169,997	11/07/06
EXTENDED LIFE CHP	3,217,399	03/13/07
EXC	3,299,923	09/25/07

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
EZ CHAIN WEAR GAUGE	77/375,711	Pending application filed 1/18/2008
EZ CHAIN RACK	77/375,688	Pending application filed 1/18/2008