

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
Nap Tools LLC		05/29/2008	LIMITED LIABILITY COMPANY: INDIANA

RECEIVING PARTY DATA

Name:	First Bank
Street Address:	135 N. Meramec
City:	Clayton
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	as Administrative Agent:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3361978	NG NAP GLADU
Registration Number:	3361975	NAP GLADU
Registration Number:	3361972	NAP GLADU
Registration Number:	3361970	NG NAP GLADU
Registration Number:	2387768	
Registration Number:	3023357	NAPTOOLS
Registration Number:	2477336	NORTH AMERICAN "MORE THAN JUST A CUTTING TOOL"
Registration Number:	2361535	SIDEWINDER
Serial Number:	76424370	PROCENTRIX
Registration Number:	1084534	PRECISION DISC
Registration Number:	1086263	

CORRESPONDENCE DATA

Fax Number: (314)259-2000

900122655

**TRADEMARK
 REEL: 003903 FRAME: 0042**

CH \$290.00 3361978

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 314-259-2000
Email: ncollora@bryancave.com
Correspondent Name: Lucinda A. Althausen
Address Line 1: 211 N. Broadway, Suite 3600
Address Line 4: St. Louis, MISSOURI 63102-2750

ATTORNEY DOCKET NUMBER:	0220272
NAME OF SUBMITTER:	Lucinda A. Althausen
Signature:	/Lucinda A. Althausen/
Date:	12/09/2008

Total Attachments: 7

source=NapTools-First Bank Pat & Tmk Security Agt#page1.tif
source=NapTools-First Bank Pat & Tmk Security Agt#page2.tif
source=NapTools-First Bank Pat & Tmk Security Agt#page3.tif
source=NapTools-First Bank Pat & Tmk Security Agt#page4.tif
source=NapTools-First Bank Pat & Tmk Security Agt#page5.tif
source=NapTools-First Bank Pat & Tmk Security Agt#page6.tif
source=NapTools-First Bank Pat & Tmk Security Agt#page7.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 29, 2008, by NAP TOOLS LLC, an Indiana limited liability company (the "Grantor"), in favor of FIRST BANK, as Administrative Agent (herein, together its successors and assigns in such capacity, the "Administrative Agent") for the benefit of itself and the Lenders (as defined below).

RECITALS

A. Together with the other Borrowers, the Grantor has entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the financial institutions that are or may from time to time become parties thereto (together with their respective successors and assigns, the "Lenders") and the Administrative Agent, pursuant to which the Lenders have agreed to make loans to, and issue letters of credit for the account of, Grantor.

B Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Administrative Agent this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Administrative Agent for itself and 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 patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Administrative Agent for itself and the Lenders a continuing 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:

- (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;
- (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");

- (4) each patent and patent application, including without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) 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 patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent license under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest and Lien is granted in conjunction with the security interests and Liens granted to the Administrative Agent for itself and the Lenders pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan 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 Loan Agreement.

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

NAP Tools LLC, an Indiana limited liability company

By: Bradley G. Stack
Name: Bradley G. Stack
Title: Executive Vice President

Acknowledged:

First Bank, as Administrative Agent

By: Thomas D. Harmon
Name: Thomas D. Harmon
Title: Senior Vice President

SCHEDULE 1

Issued Patents and Patent Applications --all listed owned by Nap Tools, LLC

Country Name	Title	Patent	Issued	Filed	App No
United States	CENTERING DEVICE FOR A SAW BLADE	6298573	10/9/2001	4/28/1999	09/301041
United States	CENTERING DEVICE FOR A SAW BLADE	6536129	3/25/2003	8/31/2001	09/944557
Brazil	CUTTER INSERT MOUNTING AND METHOD	200012848	4/30/2002	7/27/2000	PI0012848-1
Canada	CUTTER INSERT MOUNTING AND METHOD	CA2391318	04/12/2005	7/27/2000	2391318
European Patent Convention	CUTTER INSERT MOUNTING AND METHOD			7/27/2000	00950782.3
Japan	CUTTER INSERT MOUNTING AND METHOD			7/27/2000	2001-513548
Mexico	CUTTER INSERT MOUNTING AND METHOD	2002000934	7/1/2003	7/27/2000	PA/a/2002/000934
United States of America	CUTTER INSERT MOUNTING AND METHOD	6659694	12/9/2003	1/11/2002	10/030807
European Patent Convention	HELICAL CUTTERHEAD WITH REMOVABLE CUTTING BLADES	0861144	10/2/2002	11/13/96	96940463.1
Austria	HELICAL CUTTERHEAD WITH REMOVABLE CUTTING BLADES	E225240	10/2/2002	11/13/96	96940463.1
Switzerland/Liechtenstein	HELICAL CUTTERHEAD WITH REMOVABLE CUTTING BLADES	0861144	10/2/2002	11/13/96	96940463.1
Germany	HELICAL CUTTERHEAD WITH REMOVABLE CUTTING BLADES	69624127.7-08	10/2/2002	11/13/96	96940463.1
France	HELICAL CUTTERHEAD WITH REMOVABLE CUTTING BLADES	0861144	10/2/2002	11/13/96	96940463.1
United Kingdom	HELICAL CUTTERHEAD WITH REMOVABLE CUTTING BLADES	0861144	10/2/2002	11/13/96	96940463.1
Italy	HELICAL CUTTERHEAD WITH REMOVABLE CUTTING BLADES	0861144	10/2/2002	11/13/96	96940463.1
Sweden	HELICAL CUTTERHEAD WITH REMOVABLE CUTTING BLADES	0861144	10/2/2002	11/13/96	96940463.1
Mexico	REMOVABLE CUTTING BLADES FOR A HELICAL CUTTERHEAD	215180	7/11/2003	11/13/96	983904
Japan	REMOVABLE CUTTING BLADES FOR A HELICAL CUTTERHEAD				2006-151807 (div of 09-519088)

Country Name	Title	Patent	Issued	Filed	App No
Chile	REMOVABLE CUTTING BLADES FOR A HELICAL CUTTERHEAD			6/15/1998	1340-98
United States	CUTTING BLADES FOR A HELICAL CUTTERHEAD	5,603,365	2/18/1997	11/16/95	08/748,633
United States	REMOVABLE CUTTING BLADES FOR A HELICAL CUTTERHEAD	5,738,156	4/14/1998	11/13/96	08/748,633
Canada	REMOVABLE CUTTING BLADES FOR A HELICAL CUTTERHEAD	CA2236520	11/08/2005	11/13/96	2,236,520
United States	DRIVE BELT CUTTER ASSEMBLY	N/A	N/A	10/26/06	10/551,983
CHINA	DRIVE BELT CUTTER ASSEMBLY	N/A	N/A	11/15/05	200480013282.3
EP	DRIVE BELT CUTTER ASSEMBLY	N/A	N/A	12/22/05	2004753429
JAPAN	DRIVE BELT CUTTER ASSEMBLY	N/A	N/A	11/25/05	2006533429
KOREA	DRIVE BELT CUTTER ASSEMBLY	N/A	N/A	09/21/05	1020057017660
CANADA	DRIVE BELT CUTTER ASSEMBLY	N/A	N/A	07/22/05	2514123
United States	CUTTING TOOL WITH INTEGRATED ABRASIVE TRIMMING ELEMENTS	N/A	N/A	01/25/06	11/339,030

Registered Marks

COUNTRY	MARK	REG. NO.	APP. NO.	OWNER
United States	NG NAP GLADU	3,361,978	77/160078	Nap Tools, LLC
United States	NAP GLADU	3,361,975	77/160078	Nap Tools, LLC
United States	NAP GLADU	3,361,972	77/160050	Nap Tools, LLC
United States	NAP GLADU	3,361,970	77/160030	Nap Tools, LLC
United States	Design Only	2,387,768	75/826,889	Nap Tools, LLC
Canada	NAPTOOLS	TMA643466	1233109	Nap Tools, LLC
United States	NAPTOOLS	3,023,357	78/455,597	Nap Tools, LLC
United States	NORTH AMERICAN "MORE THAN JUST A CUTTING TOOL & DESIGN"	2,477,336	75/826,892	Nap Tools, LLC
United States	SIDEWINDER	2,361,535	75/576,208	Nap Tools, LLC

COUNTRY	MARK	REG. NO.	APP. NO.	OWNER
United States	PROCENTRIX	N/A	76/424,370	Gladu Tools, G.P.
Canada	PROCENTRIX	TMA643,147	1142355	Gladu Tools, G.P.
United States	PRECISION DISC & DESIGN	1,084,534	73/121,197	North American Products Corp. dba Precision Disc Corporation
United States	DESIGN ONLY	1,086,263	73/121,196	North American Products Corp.