

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Joinder to Guaranty and Collateral Agreement of J. Thomas Distributors, LLC

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
J. Thomas Distributors, LLC		02/14/2008	LIMITED LIABILITY COMPANY: WISCONSIN

RECEIVING PARTY DATA

Name:	The PrivateBank and Trust Company
Street Address:	70 West Madison Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	Bank:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2683601	ARROW EXPRESS
Registration Number:	1923321	ARCTIC AVENGER
Registration Number:	2936371	BIG DADDY
Registration Number:	1988376	CIRCLE J
Registration Number:	2040455	INTERMIX
Registration Number:	2042740	JACKEL
Registration Number:	1943503	OPTIMUM
Registration Number:	2930966	PLOW-MATE
Registration Number:	1956304	PRO-LONG
Registration Number:	2933352	THE MAN
Registration Number:	2578488	ZERO FLAT

CORRESPONDENCE DATA

Fax Number: (312)827-8185

900125118

**TRADEMARK
 REEL: 003923 FRAME: 0001**

CH \$290.00 2683601

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

Email: trademarks@bellboyd.com, vswanson@bellboyd.com
Correspondent Name: Bell, Boyd & Lloyd LLP
Address Line 1: P.O. Box 1135
Address Line 4: Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER:	119212-1
NAME OF SUBMITTER:	Michael Owen
Signature:	/Michael Owen/
Date:	01/21/2009

Total Attachments: 6

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JOINDER TO GUARANTY AND COLLATERAL AGREEMENT

This JOINDER AGREEMENT (this "Agreement") dated as of February 14, 2008 is executed by the undersigned for the benefit of The PrivateBank and Trust Company, as the Administrative Agent (the "Administrative Agent") in connection with that certain Guaranty and Collateral Agreement dated as of December 28, 2007 among the Grantors party thereto and the Administrative Agent (as amended, restated, supplemented or modified from time to time, the "Guaranty and Collateral Agreement"). Capitalized terms not otherwise defined herein are being used herein as defined in the Guaranty and Collateral Agreement.

Each Person signatory hereto is required to execute this Agreement pursuant to Section 8.16 of the Guaranty and Collateral Agreement.

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each signatory hereby agrees as follows:

1. Each such Person assumes all the obligations of a Grantor and a Guarantor under the Guaranty and Collateral Agreement and agrees that such person or entity is a Grantor and a Guarantor and bound as a Grantor and a Guarantor under the terms of the Guaranty and Collateral Agreement, as if it had been an original signatory to such agreement. In furtherance of the foregoing, such Person hereby assigns, pledges and grants to the Administrative Agent a security interest in all of its right, title and interest in and to the Collateral owned thereby to secure the Secured Obligations.
2. Schedules 1, 2, 3, 4, 5, 6 and 7 of the Guaranty and Collateral Agreement are hereby amended to add the information relating to each such Person set out on Schedules 1, 2, 3, 4, 5, 6 and 7 respectively, hereof. Each such Person hereby makes to the Administrative Agent the representations and warranties set forth in the Guaranty and Collateral Agreement applicable to such Person and the applicable Collateral and confirms that such representations and warranties are true and correct after giving effect to such amendment to such Schedules.
3. In furtherance of its obligations under Section 5.2 of the Guaranty and Collateral Agreement, each such Person agrees to deliver to the Administrative Agent appropriately complete UCC financing statements naming such person or entity as debtor and the Administrative Agent as secured party, and describing its Collateral and such other documentation as the Administrative Agent (or its successors or assigns) may require to evidence, protect and perfect the Liens created by the Guaranty and Collateral Agreement, as modified hereby. Each such Person acknowledges the authorizations given to the Administrative Agent under the Section 5.10(b) of the Guaranty and Collateral Agreement and otherwise.
4. Each such Person's address for notices under the Guaranty and Collateral Agreement shall be the address of the Company set forth in the Credit Agreement and each such Person hereby appoints the Company as its agent to receive notices hereunder.
5. This Agreement shall be deemed to be part of, and a modification to, the Guaranty and Collateral Agreement and shall be governed by all the terms and provisions of the Guaranty and Collateral Agreement, with respect to the modifications intended to be made to such agreement, which terms are incorporated herein by reference, are ratified and confirmed and

shall continue in full force and effect as valid and binding agreements of each such person or entity enforceable against such person or entity. Each such Person hereby waives notice of the Administrative Agent's acceptance of this Agreement. Each such Person will deliver an executed original of this Agreement to the Administrative Agent.

J. THOMAS DISTRIBUTORS, LLC

By: 

Name: Stewart M. Witkov


Title: Secretary and Treasurer

**B. COLLATERAL IN POSSESSION OF LESSOR,
BAILEE, CONSIGNEE OR WAREHOUSEMAN**

None

SCHEDULE 5: INTELLECTUAL PROPERTY

Trademarks and Trademark Licenses

Grantor	Trademarks	Status	U.S. Registration No.	Filing Date	Registered Date
J. Thomas Distributors, LLC	ARROW EXPRESS	Registered	2683601	23-May 2002	04-Feb-2003
J. Thomas Distributors, LLC	ARTIC AVENGER and Design 	Registered	1923321	12-Oct-1994	03-Oct-1995
J. Thomas Distributors, LLC	BIG DADDY	Registered	2936371	19-Mar-2004	29-Mar-2005
J. Thomas Distributors, LLC	CIRCLE J	Registered	1988376	22-Jun-1995	23-Jul-1996
J. Thomas Distributors, LLC	INTERMIX	Registered	2040455	25-Mar-1996	25-Feb-1997
J. Thomas Distributors, LLC	JACKEL	Registered	2042740	14-Jun-1995	11-Mar-1997
J. Thomas Distributors, LLC	OPTIMUM	Registered	1943503	02-May-1994	26-Dec-1995
J. Thomas Distributors, LLC	PLOW-MATE	Registered	2930966	19-Mar-2004	08-Mar-2005

J. Thomas Distributors, LLC	PRO-LONG	Registered	1956304	21-Mar-1995	13-Feb-1996
J. Thomas Distributors, LLC	THE MAN	Registered	2933352	19-Mar-2004	15-Mar-2005
J. Thomas Distributors, LLC	ZERO FLAT	Registered	2578488	27-Aug-2001	11-June-2002
J. Thomas Distributors, LLC	MAMBA MULCHING	Common Law Trademark			
J. Thomas Distributors, LLC	POWER-CRANK	Common Law Trademark			
J. Thomas Distributors, LLC	J TECH	Common Law Trademark			
J. Thomas Distributors, LLC	VIPER	Common Law Trademark			
J. Thomas Distributors, LLC	WACK JACK	Common Law Trademark			
J. Thomas Distributors, LLC	ZTV	Common Law Trademark			

Issued Copyrights

Grantor	Copyright	Copyright No.	Issued
J. Thomas Distributors, LLC	1992 Catalog	TX 3298165	4/13/92

J. Thomas Distributors, LLC	February 1992 Flyer	TX 3295157	4/15/92
J. Thomas Distributors, LLC	J. Thomas Distributors, Inc. Summer 1992, Issue 22 Catalog	TX 3497078	2/16/93
J. Thomas Distributors, LLC	The Depot – Issue 2, June/July 1992	TX 3485519	2/25/93
J. Thomas Distributors, LLC	The Depot – Issue 1, March/April 1992	TX 3487204	2/25/93
J. Thomas Distributors, LLC	The Depot – Issue 3, Aug./Sept. 1992	TX 3485520	2/25/93
J. Thomas Distributors, LLC	Fall 1992 Catalog, Issue 23	TX 3505866	2/16/93
J. Thomas Distributors, LLC	Winter 1993 Catalog, Issue 24	TX 3577931	2/22/93
J. Thomas Distributors, LLC	The Depot, Issue 6, March/April 1993	TX 3510636	3/22/93
J. Thomas Distributors, LLC	The Depot Issue 7, May/June 1993	TX 3596877	6/1/93
J. Thomas Distributors, LLC	The Depot, Issue 4, Nov./Dec. 1992	TX 3598513	6/15/93
J. Thomas Distributors, LLC	J. Thomas Distributors, Inc. Summer 1993 Catalog, Issue 25	TX 3599958	7/21/93
J. Thomas Distributors, LLC	J. Thomas Distributors, Inc. Spring 1994 Catalog, Issue 26	TX 3756741	1/31/94
J. Thomas Distributors, LLC	The Depot, Issue 10 March/April 1994	TX 3824651	4/14/94
J. Thomas Distributors, LLC	The Depot, Issue 11, June/July 1994	TX 3841032	7/5/94

Software Licenses

Non-exclusive perpetual license from Jeffrey Golota & Associates, a Michigan corporation, to use an inventory forecasting methodology system.

[License for software known as MAS 200]

SCHEDULE 6: DEPOSITARY AND OTHER DEPOSIT ACCOUNTS

GRANTOR	FINANCIAL INSTITUTION	ACCOUNT NUMBER	CONTACT INFORMATION

SCHEDULE 7: COMMERCIAL TORT CLAIMS

None