

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
CONTINENTAL MACHINES, INC.		09/30/2009	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Agent		
Street Address:	135 South LaSalle Street		
Internal Address:	Suite 425		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1237118	CONTINENTAL HYDRAULICS	
Registration Number:	1189880	CMI	
Registration Number:	0791288	CONTINENTAL HYDRAULICS	
Registration Number:	0732433	POLYPAC	
Registration Number:	2946355	POWRFLOW	
Registration Number:	3643591	CONTINENTAL HYDRAULICS	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.863.7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		

OP \$165.00 1237118

ATTORNEY DOCKET NUMBER:	1403.522
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	10/01/2009
Total Attachments: 8 source=Trademark Security Agreement Continental#page1.tif source=Trademark Security Agreement Continental#page2.tif source=Trademark Security Agreement Continental#page3.tif source=Trademark Security Agreement Continental#page4.tif source=Trademark Security Agreement Continental#page5.tif source=Trademark Security Agreement Continental#page6.tif source=Trademark Security Agreement Continental#page7.tif source=Trademark Security Agreement Continental#page8.tif	

**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "**Security Agreement**") made as of this 30th day of September, 2009, by CONTINENTAL MACHINES, INC., an Illinois corporation ("**Debtor**") in favor of Bank of America, N.A. as agent for itself and all other Lenders (as defined below), with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 ("**Agent**") amends and restates in its entirety that certain Trademark Security Agreement dated as of February 13, 2004 executed by Debtor in favor of Bank of America, N.A. (as successor by merger to LaSalle Business Credit, LLC) (the "**Original Trademark Security Agreement**"):

W I T N E S S E T H

WHEREAS, Debtor, DoALL Company ("**DoALL**"), Contour Saws, Inc. ("**Contour**"), Greenlee Diamond Tool Company ("**Greenlee**") and Groves Supply Corporation ("**Groves**"; Debtor, DoALL, Contour, Greenlee and Groves are each referred to herein as a "**Borrower**" and collectively referred to as "**Borrowers**"), Agent and various lenders from time to time a party thereto ("**Lenders**") are parties to a certain Second Amended and Restated Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Agent and Lenders to, from time to time, extend credit to or for the account of Borrowers and (ii) for the grant by each Borrower to Agent, for the benefit of Agent and Lenders, of a security interest in certain of such Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Debtor agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Debtor hereby grants to Agent, for the benefit of Agent and Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Debtor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and

labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Debtor's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Debtor warrants and represents to Agent and Lenders that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Debtor not to sue third persons (provided, however, that Debtor has entered into that certain Consent Agreement to Use and Register dated February 11, 2009 with Continental Pump Co. ("Continental Pump") pursuant to which Debtor agreed that it was not aware of any existing confusion resulting from its simultaneous use of Debtor's "CONTINENTAL HYDRAULICS & Design trademark with Continental Pump's use of Continental Pump's "CONTINENTAL HYDRAULICS & Design and CONTINENTAL ULTRAPUMP & Design trademarks);

(iii) Debtor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Debtor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Debtor agrees that until all Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Debtor shall not, without the prior written consent of Agent, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement.

5. New Trademarks. Debtor represents and warrants that, based on a diligent investigation by Debtor, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks

(other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Debtor. If, before all Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, Debtor shall (i) become aware of any existing Trademarks of which Debtor has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Debtor shall give to Agent prompt written notice thereof. Debtor hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of all Liabilities and the termination of the Financing Agreements. Debtor agrees that upon the occurrence of an Event of Default, the use by Agent of all Trademarks shall be without any liability for royalties or other related charges from Agent to Debtor.

7. Product Quality. Debtor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Debtor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Debtor under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of all Liabilities and termination of the Financing Agreements, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Debtor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent or any Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Debtor and until paid shall constitute Liabilities.

10. Duties of Debtor. Debtor shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until all Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with all Liabilities under this Section 10 shall be borne by Debtor.

11. Agent's Right to Sue. After an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Debtor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Debtor shall promptly, upon demand, reimburse and indemnify Agent and Lenders for all costs and expenses incurred by Agent and Lenders in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Debtor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's and Lenders' rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Debtor hereby authorizes Agent upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Lender may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with power to (i) endorse Debtor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent and Lenders, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Liabilities shall have been paid in full and the Financing Agreements have been terminated. Debtor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent and Lenders under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent and Lenders shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing

Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Debtor and its respective successors and assigns, and shall inure to the benefit of Agent, for the benefit of Agent and Lenders, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.


19. Further Assurances. Debtor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Debtor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

21. No Novation. This Security Agreement amends and restates the Original Trademark Security Agreement in its entirety and shall not act as a termination, release or novation thereof.

IN WITNESS WHEREOF, Debtor has duly executed this Security Agreement
as of the date first written above.

CONTINENTAL MACHINES, INC.

By 
Title Secretary

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A., as Agent

By _____
Title _____

IN WITNESS WHEREOF, Debtor has duly executed this Security Agreement
as of the date first written above.

CONTINENTAL MACHINES, INC.

By _____
Title _____

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A., as Agent

By Thomas M. Hannon
Title Senior Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
CONTINENTAL HYDRAULICS	1,237,118	05/10/83
CMI	1,189,880	02/16/82
CONTINENTAL HYDRAULICS	791,288	06/22/65
POLYPAC	732,433	06/05/62
POWERFLOW	2,946,355	05/03/05
CONTINENTAL HYDRAULICS	3,643,591	06/23/09

TRADEMARK APPLICATIONS

None