

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
BLD Products, Ltd.		11/19/2009	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Antares Capital Corporation, as Agent		
Street Address:	500 W. Monroe Street		
Internal Address:	Suite 1700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3415710	MAXXDUTY	
Registration Number:	3228636	QUICK-FIX	
Registration Number:	3406965	TRIMAXX	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Linda R. Kastner		
Signature:	/lk/		

OP \$90.00 3415710

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TRADEMARK
REEL: 004102 FRAME: 0680

Date:

11/24/2009

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

WHEREAS, BLD Products, Ltd., a Michigan corporation (“Grantor”), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor and other Borrowers (as defined in the Credit Agreement) have entered into a Credit Agreement dated as of December 21, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Antares Capital Corporation, as agent (“Agent”) for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the “Lenders”), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of December 21, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), between Grantor, the other Persons from time to time party thereto and Agent (in such capacity, “Grantee”), Grantor granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the “Liabilities” (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to

the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

Notwithstanding the foregoing, such grant of a security interest shall not extend to, and the term "Trademark Collateral" shall not include, any Trademark Collateral to the extent that (i) such Trademark Collateral are not assignable or capable of being encumbered under the terms of the license or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor thereof or other applicable party thereto and (ii) such consent has not been obtained; provided, however, that the foregoing grant of security interest shall extend to, and the term "Trademark Collateral" shall include, upon any such licensor's or other applicable party's consent with respect to any such otherwise excluded Trademark Collateral being obtained or immediately upon the ineffectiveness, lapse or other termination of such restrictive provision, such previously excluded Trademark Collateral as well as any and all proceeds thereof that might have theretofore been excluded from such grant of a security interest and the term "Trademark Collateral."

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 17 day of November, 2009.

BLD Products, Ltd., a Michigan
corporation

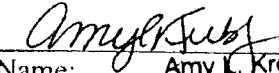
By: 

Its: _____

[Signature Page to Trademark Security Agreement (BLD)]

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Agent

By: 
Name: Amy L. Krebs
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement (BLD)]

Schedule 1
Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

COUNTRY	TRADEMARK	FILING DATE	REGISTRATION NUMBER
US	MAXXDUTY	4/22/08	3415710
US	QUICK-FIX	4/10/07	3228636
US	TRIMAXX	4/1/08	3406965