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
MAT Industries, LLC		12/23/2009	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	1201 S Milwaukee Ave.
City:	Libertyville
State/Country:	ILLINOIS
Postal Code:	60048
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1478299	SANBORN
Registration Number:	1480485	PRO-FORCE
Registration Number:	1481391	MAGNA FORCE
Registration Number:	2010643	POWERMATE
Registration Number:	2078849	EX-CELL
Registration Number:	2162941	EX-CELL
Registration Number:	2269765	MONSOON
Registration Number:	2410319	TOPS
Registration Number:	2457496	EX-CELL
Registration Number:	2660897	INVECTOR
Registration Number:	2687466	POWERMATE
Registration Number:	2703253	POWERBENCH
Registration Number:	3309433	EXCELL
Registration Number:	3360599	IC2

CH $515.00 1478299

Registration Number:	3408956	COOL TOOLS TAKING AIR POWER TO THE NEXT LEVEL!
Registration Number:	3648787	PROFORCE
Serial Number:	77695909	SANBORN
Serial Number:	77586494	MAGNA FORCE
Serial Number:	77565782	POWERMATE
Serial Number:	77878559	MONSOON

CORRESPONDENCE DATA

Fax Number: (312)558-5700

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

Phone: 3125586352

Email: lkonrath@winston.com

Correspondent Name: Laura Konrath

Address Line 1: 35 West Wacker Drive

Address Line 2: Winston & Strawn LLP

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	18103-355
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	04/23/2010

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 23, 2009, is between MAT Industries, LLC, an Illinois limited liability company ("Grantor"), and JPMorgan Chase Bank, N.A. (the "Secured Party"), as agent for the benefit of the Lenders (as hereinafter defined). Capitalized terms used but not defined herein are used in the manner provided in the Security Agreement (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, Grantor has entered into an Amended and Restated Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, for itself and the lenders referred to therein (the "Lenders"), pursuant to which Grantor has reaffirmed its grant to Secured Party of 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 and Trademark Licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Liabilities; and

WHEREAS, Grantor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party 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, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, 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 of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill

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associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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 thereunto as of the date first set forth above.

MAT INDUSTRIES, LLC

By: _____
Steve Wang

Title: Manager

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: _____

Title: _____

ACKNOWLEDGMENT

State of Illinois)
) ss.
County of Lake)

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of MAT Industries, LLC, who being by me duly sworn, did depose and say that he is such officer of such company; that the foregoing instrument was executed on behalf of said company by order of its Board of Managers; and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

{Seal}

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
JAMES J RIEBANDT
MY COMMISSION EXPIRES
MAY 29, 2012

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

MAT INDUSTRIES, LLC

By:_____

Title:_____

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: Michael J. Weinberg

Title: Vice President

ACKNOWLEDGMENT

State of _____)
) ss.
County of _____)

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of MAT Industries, LLC, who being by me duly sworn, did depose and say that he is such officer of such company; that the foregoing instrument was executed on behalf of said company by order of its Board of Managers; and that he acknowledged said instrument to be the free act and deed of said company.

{Seal}

_____
Notary Public

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SCHEDULE I

MAT Industries, LLC

Mark	Registration #	Registration Date
SANBORN	1,478,299	03/01/1988
PRO-FORCE	1,480,485	03/15/1988
MAGNA FORCE	1,481,391	03/22/1988
POWERMATE	2,010,643	10/22/1996
EX-CELL	2,078,849	07/15/1997
EX-CELL	2,162,941	06/02/1998
MONSOON	2,269,765	08/10/1999
TOPS	2,410,319	12/05/2000
EX-CELL	2,457,496	06/05/2001
INVECTOR	2,660,897	12/10/2002
POWERMATE	2,687,466	02/11/2003
POWERBENCH	2,703,253	04/01/2003
EXCELL	3,309,433	10/09/2007
IC2	3,360,599	12/25/2007
COOL TOOLS - TAKING AIR POWER TO THE NEXT LEVEL	3,408,956	04/08/2008
PROFORCE	3,648,787	06/30/2009

Mark	Application #	Date Filed
SANBORN	77/695,909	01/19/2010
MAGNA FORCE	77/586,494	10/06/2008
POWERMATE	77/565,782	09/09/2008
MONSOON	77/878,559	11/23/2009