

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Florida Pneumatic Manufacturing Corporation		10/25/2010	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Capital One Leverage Finance Corporation		
<b>Street Address:</b>	265 Broadhollow Road		
<b>City:</b>	Melville		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11747		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3328426	UT	
Registration Number:	1263411	FP	
Registration Number:	0998684	FLORIDA PNEUMATIC	
Registration Number:	2958824	RAPID REVERSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)444-8847		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	704-343-2278		
<b>Email:</b>	ksaltrick@mcguirewoods.com		
<b>Correspondent Name:</b>	Emily Day, Esq. / McGuireWoods LLP		
<b>Address Line 1:</b>	201 North Tryon Street		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	FLORIDAPNEU/2058030-0004		
<b>NAME OF SUBMITTER:</b>	Emily Day, Esq. / McGuireWoods LLP		

OP \$115.00 3328426

**TRADEMARK**

**900174921**

**REEL: 004304 FRAME: 0119**

Signature:	/Emily Day/
Date:	10/26/2010
Total Attachments: 6 source=P&F Trademark Security Agreement#page1.tif source=P&F Trademark Security Agreement#page2.tif source=P&F Trademark Security Agreement#page3.tif source=P&F Trademark Security Agreement#page4.tif source=P&F Trademark Security Agreement#page5.tif source=P&F Trademark Security Agreement#page6.tif	

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** dated as of October 25, 2010, 2010 (this "Trademark Security Agreement"), is made by **P&F INDUSTRIES, INC.**, a Delaware corporation ("P&F"), **FLORIDA PNEUMATIC MANUFACTURING CORPORATION**, a Florida corporation ("Florida Pneumatic"), **HY-TECH MACHINE, INC.**, a Delaware corporation ("Hy-Tech"), and **NATIONWIDE INDUSTRIES, INC.**, a Florida corporation ("Nationwide", and together with P&F, Florida Pneumatic and Hy-Tech, collectively, "Borrowers" and each, a "Borrower"), **CONTINENTAL TOOL GROUP, INC.**, a Delaware corporation ("Continental"), **COUNTRYWIDE HARDWARE, INC.**, a Delaware corporation ("Countrywide"), **EMBASSY INDUSTRIES, INC.**, a New York corporation ("Embassy"), **GREEN MANUFACTURING, INC.**, a Delaware corporation ("Green"), **PACIFIC STAIR PRODUCTS, INC.**, a Delaware corporation ("Pacific"), **WILP HOLDINGS, INC.**, a Delaware corporation ("WILP"), and **WOODMARK INTERNATIONAL, L.P.**, a Delaware limited partnership, **AND EACH OTHER PERSON WHO SHALL BECOME A PARTY HERETO BY EXECUTION OF A SECURITY AGREEMENT JOINDER AGREEMENT** (each a "Guarantor" and, together with the Borrowers, collectively, the "Grantors", and each individually, a "Grantor"), in favor of **CAPITAL ONE LEVERAGE FINANCE CORPORATION**, in its capacity as Agent (the "Agent") for the Secured Parties. All capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement (as hereinafter defined).

## RECITALS:

A. P&F, certain of its Subsidiaries and the Agent, are party to a Loan and Security Agreement dated as of the date hereof (as in effect on the date hereof, the "Loan Agreement").

B. Pursuant to the Loan Agreement, the Grantors have agreed to execute and deliver to the Agent this Trademark Security Agreement.

In order to induce the Secured Parties to from time to time make and maintain extensions of credit under the Loan Agreement and the Secured Bank Product Obligations, each Grantor hereby agrees as follows:

1. **Grant of Security Interest in U.S. Trademark Collateral.** Schedule 1 attached hereto sets forth all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers and designs, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith in the United States Patent and Trademark Office and all renewals thereof and all goodwill associated therewith or symbolized thereby (collectively, "U.S. Trademarks") owned by Grantor, and Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of its U.S. Trademarks and all proceeds thereof, which such security interest shall secure the Obligations.

2. **Loan Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the U.S. Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control unless the Agent shall otherwise determine.

3. **Termination.** Upon the payment in full of the Obligations and termination of the Loan Agreement, the Agent shall execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the U.S. Trademarks under this Trademark Security Agreement.

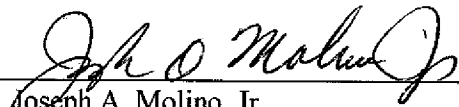
4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering on or more counterparts.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Security Agreement as of the day and year first written above.

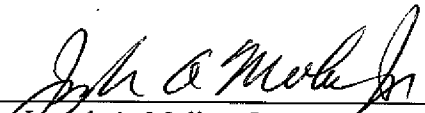
**GRANTORS:**

**P&F INDUSTRIES, INC.  
FLORIDA PNEUMATIC MANUFACTURING  
CORPORATION  
HY-TECH MACHINE, INC.  
NATIONWIDE INDUSTRIES, INC.  
CONTINENTAL TOOL GROUP, INC.  
COUNTRYWIDE HARDWARE, INC.  
EMBASSY INDUSTRIES, INC.  
GREEN MANUFACTURING, INC.  
PACIFIC STAIR PRODUCTS, INC.  
WILP HOLDINGS, INC.**

By:   
Name: Joseph A. Molino, Jr.  
Title: Vice President

**WOODMARK INTERNATIONAL, L.P.**

By: Countrywide Hardware, Inc., its General Partner

By:   
Name: Joseph A. Molino, Jr.  
Title: Vice President

Accepted and Agreed:

**CAPITAL ONE LEVERAGE FINANCE  
CORPORATION**, as Agent

By: \_\_\_\_\_

Name: Michael S. Burns

Title: Senior Vice President

**SCHEDULE 1**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**United States Trademark Registrations and Trademark Applications:**

Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration Date
Eliminator	Nationwide	Issued	2,658,650	December 10, 2002
Protector	Nationwide	Issued	3,183,900	December 12, 2007
Keystone	Nationwide	Issued	3,327,266	October 30, 2007
Keystone Advantage	Nationwide	Issued	3,332,010	November 6, 2007
Cornerstone	Nationwide	Issued	3,332,583	November 6, 2007
Klaw	Nationwide	Issued	3,396,561	March 11, 2008
Aqualatch	Nationwide	Applied for December 7, 2009	77/887321	n/a
Safe-Alert	Nationwide	Applied for December 7, 2009	77/887335	n/a
THOR (word mark)	Hy-Tech Machine, Inc. ("Hy-Tech")	Issued	2,616,155	April 5, 1982
THOR (stylized)	Hy-Tech	Issued	57,742	November 27, 1906
THOR	Hy-Tech	Issued	1,266,129	September 10, 2002
THOR	Hy-Tech	Issued (Canada)	TMA542456	March 15, 2001

Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration Date
UT (logo)	Florida Pneumatic Manufacturing Corporation ("Florida Pneumatic")	Issued	3,328,426	November 6, 2007
Florida Pneumatic	Florida Pneumatic	Issued (Canada)	208,801	July 11, 1975
FP Plus design	Florida Pneumatic	Issued	1,263,411	January 10, 1984
Florida Pneumatic	Florida Pneumatic	Issued	0998,684	November 14, 2004
Rapid Reverse	Florida Pneumatic	Issued	2,958,824	May 31, 2005