

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the incorrect registration number 2076665 and remove it from the filing previously recorded on Reel 002004 Frame 0118. Assignor(s) hereby confirms the Security Agreement.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McGuire-McNicholas, LLC		12/17/1999	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	The CIT Group/Business Credit, Inc.		
Also Known As:	AKA The CIT Group/Credit Finance, Inc.		
Street Address:	300 South Grand Avenue, 10th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1206990	HAMMER SNAPPER	
Registration Number:	1565530	TOUGH PROLITE AND DESIGN COMFORT	
Registration Number:	1911130	NICHOLAS	
Registration Number:	1939403	PROLITE	
Registration Number:	1956604	MCGUIRE-NICHOLAS	
Registration Number:	1964551	PROVALUE	
Registration Number:	1996250		
Registration Number:	2039266	BUILD-A-BELT	
Registration Number:	2053228	PRO-MAX	
Registration Number:	2060200	PROTECT	
Registration Number:	2085156	PROTECT MCGUIRE NICHOLAS SAFETY GEAR	

OP \$365.00 1206990

900188497

TRADEMARK
REEL: 004515 FRAME: 0673

Registration Number:	2098629	BUCKET CADDY
Registration Number:	2129585	BUCKET BENCH
Registration Number:	2271285	MEDALLION

CORRESPONDENCE DATA

Fax Number: (800)494-7512
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-370-4761
 Email: ecallahan@nationalcorp.com
 Correspondent Name: Elspeth Callahan
 Address Line 1: 1100 G St NW Suite 420
 Address Line 2: National Corporate Research
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F132823
NAME OF SUBMITTER:	Jennifer Kweon, Vice President
Signature:	/Jennifer Kweon/
Date:	04/05/2011

Total Attachments: 17

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Addendum to Form PTO-1594

2. Name of receiving party: The CIT Group/Business Credit, Inc. (f/k/a The CIT Group/Credit Finance, Inc.)

3. Nature of conveyance: Corrective Assignment to correct the incorrect registration number 2076665 and remove it from the filing previously recorded on Reel: 2004 and Frame: 0118. Assignor(s) hereby confirms the Security Agreement.

4(b). Trademark Registration No.(s): 2098629, 2129585, 2271285

FORM PTO-1618A
Expires 06/30/99
JMB 0651-0027

12-29-1999



101233670

U.S. Department of Commerce
Patent and Trademark Office
RECEIVED
DEC 17 AM 11:14
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name McGuire-Nicholas, LLC

11 24 1999

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☒ Other Limited Liability Company
- ☒ Citizenship/State of Incorporation/Organization Texas

Receiving Party

☐ Mark if additional names of r

Name The CIT Group/Credit Finance, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 300 South Grand Avenue, 3rd Floor

Address (line 2)

Address (line 3) Los Angeles

City

California

State/Country

90071

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- ☒ Corporation ☐ Association
- ☐ Other

☒ Citizenship/State of Incorporation/Organization New Jersey

12/29/1999 DMGUYEN 00000016 1206990

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
350.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002004 FRAME: 0118

REEL: 004515 FRAME: 0676

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 210/246-5657

Name

Alan R. Thiele

Address (line 1)

Jenkins & Gilchrist

Address (line 2)

100 W. Houston, Suite 1400

Address (line 3)

San Antonio, Texas 78205

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

13

Trademark Application Number(s) or Registration Number(s)

☒

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1206990	1565530	1911130
1939403	1956604	1964551
1996250	2039266	2053228

Number of Properties

Enter the total number of properties involved.

15

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 390.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

10-0447

Authorization to charge additional fees:

Yes ☒

No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Alan R. Thiele

Name of Person Signing

Signature

Date Signed

12/17/99

TRADEMARK

REEL: 004515 FRAME: 0119

REEL: 004515 FRAME: 0677

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

2060200	2076665	2085156
2098629	2129585	2271285

TRADEMARK

REEL: 002004 FRAME: 0120

REEL: 004515 FRAME: 0678

TRADEMARK AND PATENT SECURITY AGREEMENT

(McGuire-Nicholas, LLC)

THIS TRADEMARK AND PATENT SECURITY AGREEMENT ("Agreement") is made as of the 23rd day of November, 1999, between McGuire-Nicholas, LLC, as Texas limited liability company ("Debtor"), having an office at 8154 Bracken Creek, San Antonio, Texas 78266-2143, and THE CIT GROUP/CREDIT FINANCE, INC., having an office at 300 South Grand Avenue, 3rd Floor, Los Angeles, California 90071 ("Secured Party").

1. SECURITY INTEREST

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Schedule A annexed hereto, and the patents and applications therefor described in Schedule B annexed hereto and made a part hereof; and

WHEREAS, Secured Party has agreed to enter into financing arrangements, pursuant to a Loan and Security Agreement (the "Loan Agreement") (the Loan Agreement, together with this Agreement, and all other related documents, agreements, instruments or notes, as the same may now exist or may hereafter be amended or supplemented, are collectively referred to herein as the "Agreements").

NOW, THEREFORE, in order to induce Secured Party to enter into the Agreements and in consideration thereof, Debtor hereby grants to Secured Party a security interest in: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's trademarks, trade names, trade styles and service marks; all prints and labels on which said trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, terms, design and applications described in Schedule A hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) all of Debtor's now existing or hereafter acquired right, title and interest in and to: all of Debtor's interests in any patents, whether foreign or domestic; all applications, registrations and recordings relating to such patents in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof and all reissues, extensions and renewals thereof, including, without limitation, those patents, applications, registrations and recordings described in Schedule B hereto (the "Patents"); and (d) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against

third parties for infringement of the Trademarks, Patents or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

2. OBLIGATIONS SECURED

The security interests granted to Secured Party in this Agreement shall secure the prompt and indefeasible payment and performance of all now existing and future obligations, liabilities and indebtedness of Debtor to Secured Party of every kind, nature and description, including without limitation, the "Obligations" as defined in the Loan Agreement (all the foregoing hereinafter referred to as "Obligations").

3. WARRANTIES AND COVENANTS

Debtor hereby covenants, represents and warrants that (all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding):

A. Debtor will pay and perform all of the Obligations according to their terms.

B. All of the existing Collateral is valid and subsisting in full force and effect to Debtor's knowledge, and Debtor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks and patents including without limitation the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests, or encumbrances of any nature whatsoever except the security interests granted hereunder, and the licenses, if any, which are specifically described in Schedule C hereto.

C. Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, except to Secured Party, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party.

D. Debtor will, at Debtor's expense, perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral signed only by Secured Party. Debtor further authorizes Secured Party to have this or any other similar Security Agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

E. Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other

disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Secured Party agrees it will not exercise the Power of Attorney unless and until there is an Event of Default (defined below).

F. Secured Party may, in its sole discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Debtor will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by Debtor from Secured Party, and shall be payable on demand together with interest at the rate set forth in the Agreements and shall be part of the Obligations secured hereby.

G. As of the date hereof, Debtor does not have any Trademarks or Patents registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedules A and B annexed hereto.

H. Debtor shall notify Secured Party in writing of the filing of any application for the registration of a Trademark or Patent with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within thirty (30) days of such filing. Upon request of Secured Party, Debtor shall execute and deliver to Secured Party any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Secured Party to evidence the security interests of Secured Party in such Trademark or Patent.

I. Debtor has not abandoned any of the Trademarks or Patents material to the conduct of the business and Debtor will not do any act, nor omit to do any act, whereby the Trademarks or Patents may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if Debtor knows or has reason to know of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

J. Debtor will render any assistance, as Secured Party may determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country to maintain such application and registration of the Trademarks or Patents as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

K. Debtor will promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to cause confusion with any Trademark or of any use by any person of any other process or product which infringes upon any Patent or Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured

Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks or Patents.

L. Debtor assumes all responsibility and liability arising from the use of the Trademarks or Patents by Debtor, and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark and Patent or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof).

M. In any action or proceeding instituted by Secured Party in connection with any matters arising at any time out of or with respect to this Agreement, Debtor will not interpose any counterclaim of any nature.

N. Prior to an Event of Default, Secured Party hereby grants to Debtor the exclusive nontransferable right and license to use the Trademarks and the goodwill of the business symbolized by the marks for Debtor's own benefit. Debtor will maintain the quality of the products associated with the Trademarks at a level consistent with the quality at the time of this Agreement. Debtor will not change the quality of the products associated with the Trademarks without the Secured Party's prior written consent. Debtor hereby grants to Secured Party the right to visit Debtor's plant and facilities which manufacture or store products sold under any of the Trademarks and to inspect the products and quality-control records relating thereto at any time during regular business hours, or at such other times as Secured Party may reasonably request.

4. EVENTS OF DEFAULT

All Obligations shall, at Secured Party's option, become immediately due and payable without notice of demand upon the occurrence of any of the following events of default ("Events of Default"):

A. Debtor fails to pay or perform any Obligations when due.

B. Debtor defaults in the observance or performance of any agreements, covenants or conditions contained herein or in any of the Agreements or in any other document or instrument referred to herein or therein.

C. Any present or future representation or warranty made by or on behalf of the Debtor, whether contained herein or in any of the other Agreements or in any other document or instrument referred to herein or therein in connection with any of the transactions contemplated herein or therein, shall be false or incorrect in any material respect.

D. Any other event of default pursuant to the Agreements shall have occurred, including, but not limited to, any event of default under the Loan Agreement.

5. RIGHTS AND REMEDIES

Upon the occurrence of any such Event of Default and at any time thereafter, in addition to all other rights and remedies of Secured Party, whether provided under law, the Agreements or otherwise, and after expiration of any grace period, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder.

A. Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto or any Patent for any purpose whatsoever. Secured Party may make use of any Trademarks or Patents for the sale of goods, or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary of Debtor.

B. Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

C. Secured Party may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Debtor with ten (10) days prior written notice of any proposed disposition of the Collateral. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Debtor shall be liable for any deficiency.

D. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph 5C hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in subparagraph 3E hereof, one or more instruments of assignment of the Trademarks or Patents (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

E. Secured Party may apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its sole discretion determine. Debtor shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at the default rate set forth in the Loan Agreement.

F. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, Debtor shall supply to Secured Party or Secured Party's designee Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks or to which the Patents relate and Debtor's customer lists and other records relating to the Trademarks and Patents and the distribution thereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Agreements, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. MISCELLANEOUS

A. Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

B. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by facsimile (fax), telex or telegram, immediately upon sending; if by any overnight delivery service, one day after dispatch; and if mailed by first class or certified mail, three (3) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the following addresses (or to such other addresses as either party may designate by notice in accordance with the provisions of this paragraph):

If to Debtor: McGuire-Nicholas, LLC
8154 Bracken Creek
San Antonio, Texas 78266-2143
Attn: Chief Financial Officer
Telephone: (210) 651-5188
Facsimile: (210) 651-5790

If to Secured Party: The CIT Group/Credit Finance, Inc.
300 South Grand Avenue, 3rd Floor
Los Angeles, California 90071
Attn: Corporate Counsel
Telephone: (213) 613-2500
Facsimile: (213) 613-2566

C. In the event any term or provision of this Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

D. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

E. This Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

F. The security interest granted to Secured Party shall terminate and the Collateral will be reassigned to Debtor, at Debtor's sole expense, upon termination of the Loan Agreement and indefeasible payment in full to Secured Party of all Obligations thereunder.

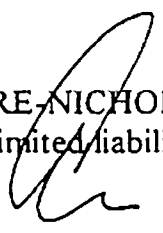
G. THE VALIDITY, INTERPRETATION AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE LAWS OF THE STATE OF CALIFORNIA. DEBTOR HEREBY IRREVOCABLY CONSENTS AND SUBMITS IN ADVANCE TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN THE CENTRAL DISTRICT OF CALIFORNIA, TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES PERTAINING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE OTHER AGREEMENTS OR TO ANY MATTER ARISING THEREFROM IN ANY SUCH ACTION OR PROCEEDING. DEBTOR AGREES THAT SERVICE OF SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE OUTSIDE THE CENTRAL DISTRICT OF CALIFORNIA BY REGISTERED OR CERTIFIED MAIL, ADDRESSED TO THE DEBTOR AT THE ADDRESS SET FORTH HEREIN OR IN SUCH OTHER MANNER AS MAY BE PERMISSIBLE UNDER THE RULES OF SAID COURTS.

H. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT WHETHER ARISING OUT OF, UNDER OR BY REASON OF THIS AGREEMENT, THE OTHER AGREEMENTS OR ANY MATTER OR PROCEEDING RELATING THERETO.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

Debtor:

MCGUIRE NICHOLAS, LLC,
a Texas limited liability company

By: 

Name: A.J. Hodas

Title: Vice President and Treasurer

Secured Party:

THE CIT GROUP/CREDIT FINANCE, INC.

By: 

Name: Frank Chan

Title: Vice President

EXHIBIT I

SPECIAL POWER OF ATTORNEY

STATE OF)
)
COUNTY OF) ss.:

KNOW ALL MEN BY THESE PRESENTS, that MCGUIRE-NICHOLAS, LLC, a Texas limited liability company (hereinafter "Debtor"), hereby appoints and constitutes THE CIT GROUP/CREDIT FINANCE, INC. ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of right, title, and interest of Debtor in and to any trademarks or patents and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark and Patent Security Agreement between Debtor and Secured Party of even date herewith (the "Security Agreement") and may not be revoked until indefeasible payment in full of all Debtor's "Obligations", as such term is defined in the Security Agreement.

Dated as of November 23, 1999.

MCGUIRE-NICHOLAS, LLC,
a Texas limited liability company

By: _____
Name:
Title:

SCHEDULE A
to
TRADEMARK AND PATENT SECURITY AGREEMENT

Trademark Registrations and Applications

<u>Registrations</u>			
<u>No.</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Country</u>
1,206,990	HAMMER SNAPPER	07-Sep-1982	USA
1,565,530	TOUGH PROLITE COMFORT & Design	14-Nov-1989	USA
1,911,130	NICHOLAS	15-Aug-1995	USA
1,939,403	PROLITE	05-Dec-1995	USA
1,956,604	MCGUIRE-NICHOLAS & Design	13-Feb-1996	USA
1,964,551	PROVALUE	26-Mar-1996	USA
1,996,250	MISCELLANEOUS DESIGN	20-Aug-1996	USA
2,039,266	BUILD-A-BELT	18-Feb-1997	USA
2,053,228	PRO-MAX	15-Apr-1997	USA
2,060,200	PROTECT (Supp. Reg.)	06-May-1997	USA
2,076,665	PROTECT	08-Jul-1997	USA
2,085,156	PROTECT MCGUIRE NICHOLAS SAFETY GEAR & Design	05-Aug-1997	USA
2,098,629	BUCKET CADDY	23-Sep-1997	USA
2,129,585	BUCKET BENCH (Supp. Reg.)	13-Jan-1998	USA
2,271,285	MEDALLION	14-Aug-1999	USA

SCHEDULE B
to
TRADEMARK AND PATENT SECURITY AGREEMENT

Patents and Patent Applications

Utility Patents

<u>No.</u>	<u>Title</u>	<u>Issue Date</u>
5,501,379	Modular Utility Belt	26-Mar-1996
5,470,000	Carrier Belt Support System	28-Nov-1995
5,938,276	Portable Seat for Pail	17-Aug-1999

Design Patents

<u>No.</u>	<u>Title</u>	<u>Issue Date</u>
333,215	Tool Pouch . . . for Cordless Drill	16-Feb-1993
324,309	Hammer Holder	03-Mar-1992
316,485	Combined Nail & Tool Bag	30-Apr-1991
316,186	Leather Tool Caddy	16-Apr-1991
316,185	Tool Caddy	16-Apr-1991
374,313	Support Belt	01-Oct-1996
380,876	Non-Marring Knee Pad	08-Jul-1997
316,465	Steam Generating Machine	23-Apr-1991

SCHEDULE C
to
TRADEMARK AND PATENT SECURITY AGREEMENT

Permitted Licenses

<u>Licensor</u>	<u>Licensee</u>	<u>Date</u>
Stanley Logistics, Inc. and The Stanley Works	McGuire-Nicholas Company, LLC	15-Apr-1999
Steve Ambrosius and Neil Van Bortel	McGuire-Nicholas Company, Inc.	1-Apr-1994
Nicholas Garcia	McGuire-Nicholas Company, LLC	12-Apr-1999
Travelon	McGuire-Nicholas Company, LLC License arrangements	14-Sep-1999