

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK COLLATERAL AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HOPKINS MANUFACTURING CORPORATION		06/03/2011	CORPORATION: KANSAS

**RECEIVING PARTY DATA**

<b>Name:</b>	PENFUND CAPITAL FUND III LIMITED PARTNERSHIP
<b>Street Address:</b>	390 Bay Street
<b>Internal Address:</b>	Suite 1720
<b>City:</b>	Toronto
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5H 2Y2
<b>Entity Type:</b>	LIMITED PARTNERSHIP: CANADA

**PROPERTY NUMBERS Total: 31**

Property Type	Number	Word Mark
Registration Number:	1150839	BEAR CLAW
Registration Number:	1324094	HOPPY
Registration Number:	1181915	LITE MATE
Registration Number:	2058018	ICE CHISEL
Registration Number:	2577124	PLUG-IN SIMPLE!
Registration Number:	2513821	HOPPY
Registration Number:	2864081	HOPPY
Registration Number:	2877049	HOPPY
Registration Number:	2345405	MULTI-TOW
Registration Number:	3044375	FLOTOOL
Registration Number:	3054322	DEDICATED TO TOWING SAFETY
Registration Number:	3231527	BB BRAKEBUDDY VANTAGE
Registration Number:	3694241	NVISION

OP \$790.00 1150839

Registration Number:	3548317	HOPKINS
Registration Number:	3738252	HOPKINS
Registration Number:	3552011	HOPKINS
Registration Number:	3738251	HOPKINS
Registration Number:	3285086	HOPKINS TOWING SOLUTIONS
Registration Number:	3767838	GO GEAR
Registration Number:	3767842	GO GEAR
Registration Number:	1772916	SPILLMASTER
Registration Number:	1873298	STORAGEMASTER
Registration Number:	2078132	DRINK-N-GO
Registration Number:	1980295	QUICK FILL
Registration Number:	1787665	ON/OFF SPOUT
Registration Number:	1709030	SPILL SAVER
Registration Number:	2103421	BRAKE BUDDY
Registration Number:	2620328	B B
Registration Number:	2791274	BACK-UP ALERT
Registration Number:	2536307	THE IMAGE OF DIFFERENCE
Registration Number:	3194131	PRODUCTS FOR PEOPLE ON THE MOVE

**CORRESPONDENCE DATA**

Fax Number: (514)904-8101  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: ipmtl@osler.com  
Correspondent Name: S. Aguilar  
Address Line 1: 1000 de la Gauchetiere St. West  
Address Line 2: Suite 2100  
Address Line 4: Montreal, CANADA H3B 4W5

ATTORNEY DOCKET NUMBER: 1129821(SA\_TM\_HOPKINS)

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Sofia Aguilar

Signature: /Sofia Aguilar/

**TRADEMARK**

**REEL: 004558 FRAME: 0409**

06/10/2011

**Total Attachments: 7**

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**TRADEMARK COLLATERAL AGREEMENT – HOPKINS**

This 3<sup>rd</sup> day of June, 2011, Hopkins Manufacturing Corporation, a Kansas corporation (the "*Debtor*"), with its principal place of business and mailing address at 428 Peyton Street, P.O. Box 1157, Emporia, KS 66801, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to Penfund Capital Fund III Limited Partnership ("*Penfund*"), with its mailing address at Suite 1720, 390 Bay Street, Toronto, ON M5H 2Y2 (Attention: Richard Bradlow) and to its successors and assigns (Penfund together with such successors and assigns being hereinafter referred to as the "*Lender*"), and grants to the Lender a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of the Debtor as set out in that certain Second Lien Security Agreement dated June 3, 2011 (the "*Security Agreement*"), by and among the Debtor, the other debtors from time to time party thereto, and the Lender, as the same may be amended, modified, or restated from time to time.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate to create a security interest in favor of Lender on an "intent-to-use" trademark as collateral security for the Secured Obligations at any time prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a Statement of Use with the United States Patent and Trademark Office, or otherwise. At any time after the first use thereof, such an application shall cease to be exempted from this Trademark Collateral Agreement.

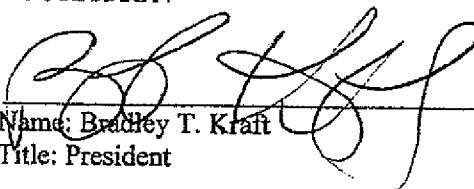
Debtor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

**HOPKINS MANUFACTURING  
CORPORATION**

By:

  
Name: Bradley T. Kraft  
Title: President

[SIGNATURE PAGE - HOPKINS TRADEMARK COLLATERAL AGREEMENT]

**TRADEMARK  
REEL: 004558 FRAME: 0412**

Accepted and agreed to as of the date and year first above written.

**PENFUND CAPITAL FUND III LIMITED  
PARTNERSHIP, as Lender**

By: its general partner, PENFUND CAPITAL  
PARTNERSHIP INC.

By: 

\_\_\_\_\_  
Name: Richard Bradlow  
Title: Director

**SCHEDULE A**  
**TO HOPKINS MANUFACTURING CORPORATION TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS**  
**AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

Trademark	Registered Owner	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Expiration/ Renewal Date
Bear Claw	Hopkins Manufacturing Corporation	United States	226,805	8/9/1979	1,150,839	4/14/1981	2001 - Then 2011 - Then 2021
Hoppy	Hopkins Manufacturing Corporation	United States	419,146	3/28/1983	1,324,094	3/12/1985	2005 - Then 2015
Lite Mate (Assigned to Hopkins from OAW)	Hopkins Manufacturing Corporation	United States	251,600	2/22/1980	1,181,915	12/15/1981	2001 - Then 2011 - Then 2021
Ice Chisel	Hopkins Manufacturing Corporation	United States	74-649,670	3/21/1995	2,058,018	4/29/1997	2007 - Then 2017
Plug-In Simple!	Hopkins Manufacturing Corporation	United States	75/833753	10/27/1999	2,577,124	6/11/2002	2012
Plug-In Simple!	Hopkins Manufacturing Corporation	Canada	1,055,615	4/18/2000	TMA599,917	1/20/2004	2019
HOPPY and Design (All except Fluid Handling)	Hopkins Manufacturing Corporation	United States	75/706055	5/13/1999	2,513,821	12/4/2001	2011 - Then 2021
HOPPY (Word Only - Fluid Handling Products)	Hopkins Manufacturing Corporation	United States	76/384,649	3/19/2002	2,864,081	7/20/2004	2014
HOPPY and Design (Refiled - Fluid Handling Products)	Hopkins Manufacturing Corporation	United States	78/178190	10/24/2002	2,877,049	8/24/2004	2014
HOPPY and Design	Hopkins Manufacturing Corporation	Canada	1,031,504	10/7/1999	TMA569,656	10/28/2002	2017
HOPPY and Design	Hopkins Manufacturing Corporation	Europe	2,567,717	2/7/2002	2567717	2/19/2004	2/7/2012
Multi-Tow	Hopkins Manufacturing Corporation	United States	75-719,479	6/2/1999	2,345,405	4/25/2000	2010 - Then 2020

Trademark	Registered Owner	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Expiration/ Renewal Date
The Engager	Hopkins Manufacturing Corporation	Canada	1,193,974	10/17/2003	TMA 658,920	2/14/2006	2/14/2021
FloTool	Hopkins Manufacturing Corporation	United States	78/297,472	9/8/2003	3,044,375	1/17/2006	1/17/2016
FloTool	Hopkins Manufacturing Corporation	Canada	1,193,975	10/17/2003	TMA 675,354	10/20/2006	10/20/2021
Dedicated to towing safety	Hopkins Manufacturing Corporation	Canada	1,246,464	2/8/2005	TMA 683,231	3/8/2007	3/8/2022
Dedicated to towing safety *	Hopkins Manufacturing Corporation	United States	78/548,575	1/17/2005	3,054,322	1/31/2006	1/31/2016
BrakeBuddy Vantage BB and Design	Hopkins Manufacturing Corporation	United States	78/737,033	10/20/2005	3,231,527	4/17/2007	4/17/2017
BrakeBuddy Vantage BB and Design	Hopkins Manufacturing Corporation	Canada	1,293,350	3/13/2006	TMA70 2,455	12/6/2007	12/6/2022
NVision and Design	Hopkins Manufacturing Corporation	United States	78/824,365	2/27/2006	3,694,241	10/6/2009	10/6/2019
NVision and Design	Hopkins Manufacturing Corporation	Canada	1,293,957	3/16/2006	TMA77 6,277	9/3/2010	9/3/2025
Hopkins (Word Only) - Classes 9,11, and 12	Hopkins Manufacturing Corporation	United States	78/853,251	4/4/2006	3,548,317	12/16/2008	12/16/2018
Hopkins (Word Only) - Classes 7, 8, and 21	Hopkins Manufacturing Corporation	United States	78/852,616	4/3/2006	3,738,252	1/12/2010	1/12/2020
Hopkins and Design - Classes 9,11, and 12	Hopkins Manufacturing Corporation	United States	78/853,240	4/4/2006	3,552,011	12/23/2008	12/23/2018
Hopkins and Design - Classes 7, 8 and 21	Hopkins Manufacturing Corporation	United States	78/852,613	4/3/2006	3,738,251	1/12/2010	1/12/2020

\* The Company made a decision not to pay the 2011 renewal fees for this trademark.



Trademark	Registered Owner	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Expiration/ Renewal Date
Hopkins (Word Only) - Classes 7, 8, 9, 12, 21	Hopkins Manufacturing Corporation	Canada	1,298,820	4/24/2006	Pending	-	-
Hopkins and Design - Classes 7, 8, 9, 12, 21	Hopkins Manufacturing Corporation	Canada	1,298,912	4/24/2006	792,244	3/7/2011	3/7/2026
Hopkins Towing Solutions (Words Only)	Hopkins Manufacturing Corporation	United States	77/047,564	11/20/2006	3,285,08 6	8/28/2007	8/28/2017
Hopkins Towing Solutions (Words Only)	Hopkins Manufacturing Corporation	Canada	1,333,419	11/20/2006	718,268	7/9/2008	7/9/2023
Go Gear (Words Only)	Hopkins Manufacturing Corporation	United States	77/094,916	1/30/2007	3,767,83 8	3/30/2010	3/30/2020
Go Gear and Design	Hopkins Manufacturing Corporation	United States	77/110,671	2/19/2007	3,767,84 2	3/30/2010	3/30/2020
Spillmaster	Hopkins Manufacturing Corporation	United States	74-114,609	11/13/1990	1,772,91 6	5/25/1993	2003-Then 2013
Storagemaster	Hopkins Manufacturing Corporation	United States	74-315,323	9/21/1992	1,873,29 8	1/10/1995	2005-Then 2015
Drink-N-Go	Hopkins Manufacturing Corporation	United States	75-081,821	4/1/1996	2,078,13 2	7/8/1997	2007-Then 2017
Quick Fill	Hopkins Manufacturing Corporation	United States	74/621788	1/17/1995	1,980,29 5	6/11/1996	1,980,295
On/Off Spout	Hopkins Manufacturing Corporation	United States	74/187124	4/30/1993	1,787,66 5	8/10/1993	1,787,665
Spill Saver	Hopkins Manufacturing Corporation	United States	74/038518	3/14/1990	1,709,03 0	8/18/1992	1,709,030
BrakeBuddy	Hopkins Manufacturing Corporation	United States	75-184,495	10/21/1996	2,103,42 1	10/7/1997	10/7/2007- Then 10/7/2017
BB (logo)	Hopkins Manufacturing Corporation	United States	76-222,675	3/12/2001	2,620,32 8	9/17/2002	9/17/2012

Trademark	Registered Owner	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Expiration/ Renewal Date
Back-Up Alert	Hopkins Manufacturing Corporation	United States	78171049	10/4/2002	2,791,274	12/9/2003	12/9/2013
The Image of Difference	Hopkins Manufacturing Corporation	United States	76,219,378	3/5/2001	2,536,307	2/5/2002	2/5/2012
Products for People on the Move	Hopkins Manufacturing Corporation	United States	78/852,651	4/3/2006	3,194,131	1/2/2007	1/2/2017

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RECORDED: 06/10/2011

TRADEMARK  
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