

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ariens Company		09/12/2011	CORPORATION: WISCONSIN

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of Montreal, as Agent
<b>Street Address:</b>	115 South LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Chartered Bank: CANADA

**PROPERTY NUMBERS Total: 63**

Property Type	Number	Word Mark
Registration Number:	3644633	AMP
Registration Number:	3935861	AMP
Registration Number:	3644634	AMP BY ARIENS
Registration Number:	2909657	APV
Registration Number:	2008288	ARIENS
Registration Number:	1205136	ARIENS
Registration Number:	2422155	ARIENS
Registration Number:	3715750	ARIENS GENUINE OEM PARTS
Registration Number:	3282454	ARIENS THE KING OF SNOW
Registration Number:	1442755	ARLINGTON
Registration Number:	2988145	BAG-N-DRAG
Registration Number:	3773234	BASE RUNNER
Registration Number:	3373556	BLADE RUNNER
Registration Number:	3928531	COMPACT-PRO

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Registration Number:	0831406	
Registration Number:	2570712	DISC-O-MATIC
Registration Number:	2528457	DURA-CLEAN
Registration Number:	1441801	ESTATE MASTER
Registration Number:	2986326	EYE-Q
Registration Number:	1989876	EZR
Registration Number:	1973143	EZRIDER
Registration Number:	0693151	FLEX-N-FLOAT
Registration Number:	3499735	FLEXTEND
Registration Number:	2376777	GRAVELY
Registration Number:	0758801	GRAVELY
Registration Number:	3126556	GRAVELY
Registration Number:	1453934	HITCH-N-SWEEP
Registration Number:	0917130	HURRICANE
Registration Number:	2553502	INFI-SPEED
Registration Number:	2952318	LIFTMASTER
Registration Number:	3636658	MAX ZOOM
Registration Number:	3096698	MINI ZOOM
Registration Number:	1295730	PARKER
Registration Number:	2851057	PRO STEER
Registration Number:	2117960	PRO VAC
Registration Number:	3811492	PRO ZOOM
Registration Number:	3353116	PRO-STANCE
Registration Number:	3928533	PRO-TRIM
Registration Number:	3928534	PRO-TURN
Registration Number:	3928535	PRO-WALK
Registration Number:	3504194	RAPID
Registration Number:	2117988	PRO-MASTER
Registration Number:	0789638	SCAVENGER
Registration Number:	1980707	SNO-THRO
Registration Number:	0878552	SPIN PAK
Registration Number:	2855130	SPORT ZOOM
Registration Number:	1468806	SUBURBANITE
Registration Number:	1246063	SWEEP-A-LAWN
Registration Number:	1438986	THATCH-O-MATIC

	1491964	TINE-A-MATIC
Registration Number:	1438985	TRAILETTE
Registration Number:	3890339	TRUSTRIPE
Registration Number:	3768009	TRUSTRIPE
Registration Number:	1441947	VAC-35
Registration Number:	2454960	WE KEEP YOU CUTTING
Registration Number:	3235292	X-FACTOR
Registration Number:	3336579	XDZ
Registration Number:	3527478	XL SPINDLES
Registration Number:	3194956	XS GEAR CASE
Registration Number:	3314380	X-TREME FLO 1550
Registration Number:	2528359	ZOOM
Serial Number:	77918235	KEE
Serial Number:	85290548	SNO-TEK

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299  
Phone: (312) 845-3430  
Email: kalwa@chapman.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Richard Kalwa  
Address Line 1: 111 West Monroe Street  
Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1967454
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	09/13/2011

Total Attachments: 6  
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## TRADEMARK COLLATERAL AGREEMENT

This 12th day of September, 2011, ARIENS COMPANY, a Wisconsin corporation (“*Debtor*”) with its principal place of business and mailing address at 655 West Ryan Street, Brillion, Wisconsin 54110, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants, mortgages and pledges to Bank of Montreal, a Canadian chartered bank acting through its Chicago branch (“*BMO*”), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors 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 Debtor, and certain affiliates of Debtor as set out in that certain Security Agreement dated as of September 12, 2011 between Debtor, the other parties thereto as debtors, and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the grant, 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.

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

ARIENS COMPANY

By 

Name Stewart M. Witkov

Title Executive Vice President, Chief  
Financial Officer & Treasurer

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

BANK OF MONTREAL, as Agent

By 

Name \_\_\_\_\_

Title \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

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

ARIENS COMPANY

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

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

BANK OF MONTREAL, as Agent

By  \_\_\_\_\_  
Name Andrew K. Peterson  
Title Senior Vice President

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

FULL TITLE	ISSUE #	REG. DATE	SERIAL #	FILED
AMP	3644633	6/23/09	77442502	
AMP	3935861	6/23/09	85045980	6/24/10
AMP by Ariens	3644634	6/23/09	77442514	
APV	2909657	12/14/2004	76-515369	
ARIENS	2,008,288	10/15/96	75/008,131	10/20/95
ARIENS	1,205,136	8/17/82	73/216,288	5/18/79
ARIENS & Design	2,422,155	1/16/01	75/683,920	4/16/99
Ariens Genuine OEM Parts	3715750	5/18/07	77184757	
Ariens the King of Snow	3282454	8/21/07	78/656,194	6/22/04
Arlington	1442755	6/16/1987	73623643	
BAG-N-DRAG	2,988,145	8/23/05	78/314,041	10/15/03
Base Runner	3773234	4/6/10	77690796	
Blade Runner	3373556	1/22/08	77029868	10/26/06
Compact-Pro	3928531	3/8/11	85086570	7/16/10
Diamond Logo	831,406	7/4/67	72/247,268	6/3/66
DISC-O-MATIC	2,570,712	5/21/02	75/902,195	1/26/00
DURA-CLEAN	2,528,457	1/8/02	75/937,574	3/7/00
Estate Master	1441801	6/9/1987	73623634	
EYE-Q	2,986,326	8/16/05	78/314,035	10/15/03
EZR	1,989,876	7/30/96	74/699,406	7/7/95
EZRIDER	1,973,143	5/7/96	74/714,701	8/14/95
FLEX-N-FLOAT	693,151	2/16/60	72/077,244	7/8/59
Flexextend	3499735	9/9/08	77/171366	9/9/17
GRAVELY	2,376,777	8/15/00	75/599,373	12/3/98
GRAVELY	758,801	10/22/63	72/153,429	9/18/62

FULL TITLE	ISSUE #	REG. DATE	SERIAL #	FILED
GRAVELY & design	3126556	8/8/06	78/697,249	8/22/05
Hitch-N-Sweep	1453934	8/25/1987	73623635	
Hurricane	0917130	7/27/1971	72304498	
INFI-SPEED	2,553,502	3/26/02	75/844,904	11/10/99
Kee			77/918,235	1/22/10
LIFT MASTER	2,952,318	5/17/05	76/408,794	5/15/02
Max Zoom	3636658	6/9/09	77537985	8/4/08
MINI ZOOM	3096698	5/23/06	78/471616	8/23/04
Parker	1295730	9/18/1984	73431069	
PRO STEER	2,851,057	6/8/04	78/282,751	4/4/03
PRO VAC	2,117,960	12/2/97	75/207,085	12/2/96
Pro Zoom	3811492	6/29/10	77537991	8/4/08
Pro-Stance	3353116	12/11/07	77/063977	12/14/06
Pro-Trim	3928533	3/8/11	85/086583	7/16/10
Pro-Turn	3928534	3/8/11	85/086596	7/16/10
Pro-Walk	3928535	3/8/11	85/086613	7/16/10
Rapid	3504194	9/23/08	77/344684	12/5/07
PROMASTER	2,117,988	12/2/97	75/209,257	12/6/96
Scavenger	0789638	5/18/1965	72188139	
Sno-Tek			85/290,548	4/8/11
SNO-THRO	1,980,707	6/18/96	74/628,605	2/2/95
Spin Pak	0878552	10/14/1969	72282222	
SPORT ZOOM	2,855,130	6/15/04	78/174,193	10/14/02
Suburbanite	1468806	12/15/1987	73623632	
Sweep-A-Lawn	1246063	7/19/1983	73361349	
Thatch-O-Matic	1438986	2/17/1987	73623637	
Tine-A-Matic	1491964	6/14/1988	73695032	
Trailette	1438985	5/12/1987	73613636	



FULL TITLE	ISSUE #	REG. DATE	SERIAL #	FILED
TruStripe	3890339	12/14/10	85066768	6/18/10
TruStripe & Design	3768009	3/30/10	77316809	
Vac-35	1441947	6/9/1987	73623633	
WE KEEP YOU CUTTING	2,454,960	5/29/01	75/896,076	1/13/00
X-FACTOR & Design	3235292	11/17/05	78/756,444	11/17/05
XDZ & Design	3336579	10/19/05	78/736,587	10/19/05
XL SPINDLES	3,527,478	11/4/08	77/455,842	4/23/08
XS GEAR CASE	3194956	1/2/07	78/471618	8/23/04
X-Treme Flo 1550	3314380	10/16/07	78/818,766	2/20/06
ZOOM	2,528,359	1/8/02	75/896,326	1/13/00