

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
Stens LLC		09/12/2011	LIMITED LIABILITY COMPANY: WISCONSIN

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	2930966	PLOW-MATE
Registration Number:	2945283	FIRECRACKER
Registration Number:	2945282	THE PUCK
Registration Number:	2529208	MEGA-FIRE
Registration Number:	2546133	FIRE LINE
Registration Number:	2578488	ZERO FLAT
Registration Number:	2683601	ARROW EXPRESS
Registration Number:	3250023	G-FORCE
Registration Number:	2791407	STEN MIX
Registration Number:	3382902	PROFIT BUILDER
Registration Number:	3496744	TRUE GRIT
Registration Number:	3538825	SILVER STREAK
Registration Number:	3579299	MEGA-FIRE
Registration Number:	2933352	THE MAN

TRADEMARK

Registration Number:	2936371	BIG DADDY
Registration Number:	1897314	STENS
Registration Number:	1923321	ARCTIC AVENGER
Registration Number:	1943503	OPTIMUM
Registration Number:	1956304	PRO-LONG
Registration Number:	3765879	HELPING BUSINESS RUN BETTER
Registration Number:	3795417	S
Registration Number:	3798079	S
Registration Number:	3805272	S STENS THE PARTS COMPANY
Registration Number:	3805273	S STENS THE PARTS COMPANY
Registration Number:	1988376	CIRCLE J
Registration Number:	2040455	INTERMIX
Registration Number:	2042740	JACKEL
Serial Number:	85344149	THE CORE

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: 5
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TRADEMARK COLLATERAL AGREEMENT

This 12th day of September, 2011, STENS LLC, a Wisconsin limited liability company (“*Debtor*”) with its principal place of business and mailing address at 2424 Cathy Lane, Jasper, Indiana 47546, 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;

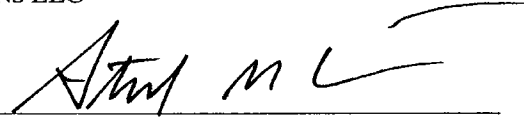
to secure the payment and performance of all Secured Obligations of Debtor, and certain affiliates of Debtor as set out in that certain Security Agreement dated as of September 12, 2011 between Debtor, the other parties thereto as debtors, and the Agent, as the same may be amended, modified, supplemented 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.

STENS LLC

By 
Name Stewart M. Witkov
Title Assistant Secretary & 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]

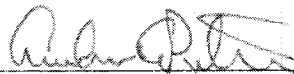
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

STENS LLC

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**

TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
PLOW-MATE	78387497	March 19, 2004	2930966	March 8, 2005
FIRECRACKER	78/320330	October 29, 2003	2945283	April 26, 2005
THE PUCK	78/320326	October 29, 2003	2945282	April 26, 2005
THE CORE	85344149	June 6, 2011		
MEGA-FIRE	76/011681	March 28, 2000	2529208	January 15, 2002
FIRE LINE	76/031178	April 19, 2000	2546133	March 12, 2002
ZERO FLAT	76304517	August 27, 2001	2578488	June 11, 2002
ARROW EXPRESS	76411657	May 23, 2002	2683601	February 4, 2003
G-FORCE	78/668731	July 12, 2005	3250023	June 5, 2007
STEN MIX and Design	78/202693	January 13, 2003	2791407	December 9, 2003
PROFIT BUILDER	78/668740	July 12, 2005	3382902	February 12, 2008
TRU GRIT	77/213597	June 22, 2007	3496744	September 2, 2008
SILVER STREAK	78/855169	April 5, 2006	3538825	November 25, 2009
MEGA-FIRE and Design	77/482322	May 23, 2008	3579299	February 24, 2009
THE MAN	78387359	March 19, 2004	2933352	March 15, 2005
BIG DADDY	78387338	March 19, 2004	2936371	March 29, 2005
STENS	74/456468	November 4, 1993	1897314	June 6, 1995
ARCTIC AVENGER	74584989	October 12, 1994	1923321	October 3, 1995
OPTIMUM	74520065	May 2, 1994	1943503	December 26, 1995
PRO-LONG	74649828	March 21, 1995	1956304	February 13, 1996
HELPING BUSINESS RUN BETTER	77/482199	May 23, 2008	3765879	March 3, 2010
Stens' Hex Design (Color)	77/482264	May 23, 2008	3795417	May 23, 2008

TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
Stens' Hex Design (Black & White)	77/482221	May 23, 2008	3798079	June 8, 2010
S STENS THE PARTS COMPANY and Hex Design (Black & White)	77/482285	May 23, 2008	3805272	June 22, 2010
S STENS THE PARTS COMPANY and Hex Design (Color)	77/482305	May 23, 2008	3805273	June 22, 2010
CIRCLE J	74692168	June 22, 1995	1988376	July 23, 1996
INTERMIX	75078303	March 25, 1996	2040455	February 25, 1997
JACKEL	74688149	June 14, 1995	2042740	March 11, 1997