

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
Peerless Chain Company		09/12/2011	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Agent
Street Address:	38 Fountain Square Plaza
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	1950459	SCAN PAK
Registration Number:	3600365	AUTO TRAC
Registration Number:	3433361	PEER-LIFT
Registration Number:	0635771	ACCOLOY
Registration Number:	1368670	
Registration Number:	1157843	BINDEX
Registration Number:	1055919	BLACK CAT
Registration Number:	2319169	E-Z SLING
Registration Number:	1129467	LOGEX
Registration Number:	1301286	PUSHOVER
Registration Number:	2258679	S7
Registration Number:	2206971	TN
Registration Number:	0524392	WEED
Registration Number:	3664360	BOATMAN'S PRIDE

CH \$540.00 1950459

Registration Number:	1174093	QUIK GRIP
Registration Number:	1274258	
Registration Number:	1681605	Z-CHAIN
Registration Number:	1914800	SHUR GRIP Z
Registration Number:	1914801	SUPER Z
Registration Number:	2109149	Z
Registration Number:	3049077	SUPER Z6

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:	1967843
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	10/06/2011

Total Attachments: 7
source=3062314#page1.tif
source=3062314#page2.tif
source=3062314#page3.tif
source=3062314#page4.tif
source=3062314#page5.tif
source=3062314#page6.tif
source=3062314#page7.tif

TRADEMARK COLLATERAL AGREEMENT

This 12th day of September, 2011, PEERLESS CHAIN COMPANY, a Minnesota corporation ("*Debtor*") with its principal place of business and mailing address at 1416 East Sanborn Street, Winona, Minnesota 55987, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Fifth Third Bank, an Ohio banking corporation ("*Fifth Third*"), with its mailing address at 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below (in such capacity, together with its successors and permitted assigns, 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 as set out in that certain Security Agreement bearing even date herewith among Debtor, Agent and the other debtors party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"). All capitalized terms used herein without definition have the meanings given to such terms in 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 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 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 Agent with respect to the assignment, 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 PAGE TO FOLLOW]

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

PEERLESS CHAIN COMPANY

By TSWyn
Name TSWyn
Title President/CEO

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

FIFTH THIRD BANK, as Agent

By _____
Name _____
Title _____

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

TRADEMARK
REEL: 004637 FRAME: 0472

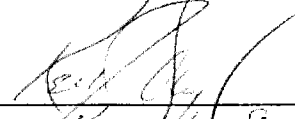
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

PEERLESS CHAIN COMPANY

By _____
Name _____
Title _____

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

FIFTH THIRD BANK, as Agent

By  _____
Name Kenneth Schaefer
Title VP

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

TRADEMARKS REGISTRATIONS			
Mark	Status	Filing Date/Serial No.	Reg. Date/ Reg. No.
SCAN PAK	Registered	8/2/1994 74/556,422	1/23/1996 1,950,459
AUTO TRAC	Registered	4/24/2006 78/867,736	3/31/2009 3,600,365
PEER-LIFT	Registered	8/29/2006 78/962,487	5/20/2008 3,433,361
ACCOLOY	Registered	3/22/1956 72/005,013	10/16/1956 635,771
Automobile Design	Registered	4/22/1985 73/533,605	11/5/1985 1,368,670
BINDEX	Registered	4/12/1979 73/211,269	6/23/1981 1,157,843
BLACK CAT	Registered	6/15/1976 73/090,485	1/11/1977 1,055,919
E-Z SLING	Registered	2/8/1999 75/636,849	2/15/2000 2,319,169
LOGEX	Registered	9/1/1978 75/354,441	1/22/1980 1,129,467
PUSHOVER	Registered	10/26/1983 73/449,861	10/23/1984 1,301,286
S7	Registered	9/10/1997 75/354,441	7/6/1999 2,258,679
TN	Registered	9/10/1997 75/354,435	12/1/1998 2,206,971
WEED	Registered	5/25/1948 71/559,478	4/25/1950 524,392
BOATMAN'S PRIDE	Registered	11/21/2007 77/335,59	8/4/2009 3,664,360
Quik Grip (design)	Registered	73/234,721	10/20/1981 1,174,093
Cable snowflake (design)	Registered	73/419,404	04/17/1984 1,274,258
Z-Chain	Registered	74/029,798	03/31/1992 1,681,605
Shur Grip Z	Registered	74/580,860	08/29/1995 1,914,800

Super Z	Registered	74/580,861	08/29/1995 1,914,801
Z	Registered	75/197,714	10/28/1997 2,109,149
Super Z26	Registered	78/436,483	01/24/2006 3,049,077

TRADEMARK REGISTRATIONS LICENSED TO BORROWER			
Mark	Status	Filing Date/Serial No.	Reg. Date/ Reg. No.
ACCO	Registered	6/27/1924 71/199,201	5/14/1929 256,346
ACCO (Stylized)	Registered	7/1/1939 71/421,229	12/26/1939 373,895
ACCO	Registered	7/1/1939 71/421230	12/26/1939 373,896
ACCO and design	Registered	11/27/1970 72/377,247	1/25/1972 927,636
ACCO and design	Registered	1/12/1972 72/412,410	5/15/1973 958,853
Fish Design	Registered	06/12/1978 73/174129	06/19/1979 1,120,371
TRAWLEX	Registered	8/28/1975 73/061,586	12/28/1976 1,054,949