

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
Ideal Clamp Products, Inc.		10/27/2011	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1083168	LEGION	
Registration Number:	1083160		
Registration Number:	1083161	TRIDON	
Registration Number:	1761167	TRIDON	
Registration Number:	0958899	TRIDON	
Registration Number:	2026973	TRIDON	
Registration Number:	1745484	TRIMAX	
CORRESPONDENCE DATA			
Fax Number:	(312)902-1061		
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		

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**TRADEMARK
 REEL: 004649 FRAME: 0616**

ATTORNEY DOCKET NUMBER:	207170-461
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	10/27/2011

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 27, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 27, 2011 (including all exhibits and schedules thereto, as the same may be amended, modified and/or restated from time to time, the "Credit Agreement"), by and among Ideal Clamp Products, Inc., a Tennessee corporation (the "Borrower"), the other Persons party thereto that are designated as a "Credit Party", Agent and the Lenders and L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (including all exhibits and schedules thereto, as the same may be amended, modified and/or restated from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (other than Excluded Property) of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this document and the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Procedure. To the extent the terms of Trademark Security Agreement conflict with the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement should control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

IDEAL CLAMP PRODUCTS, INC., a Tennessee corporation, as Grantor

By: 

Name: Michael H. Keese

Title: President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 

Name: Ellen Ruschhaupt

Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
TRIDON Class 6 Clamps	Argentina	1868555	28-Jan-2004	2491540	31-Jan-94
TRIDON Class 9 Flashers	Argentina	1868556	23-May-2005	2592307	31-May-95
TRIDON Class 6, 9, 12 Clamps, flashers, wipers	Austria			AT 77524	11-Jun-94
TRIDON & design Class 6, 9, 12 Clamps, flashers, wipers	Brazil	817259333	24-May-1993	817259333	6-Jun-95
LEGION Gear Type Clamps	Canada	412220	17-Jun-1977	233676	8-Jun-79
Triangles (Design) Hose clamps, flashers, wipers	Canada	262382	14-Apr-1961	127029	29-Jun-62
TRIDON & design Wiper products; hose clamps, flashers	Canada	0798334	27-Nov-1995	474751	15-Apr-97
TRIDON Hose clamps, flashers, wipers	Canada	261866	18-Mar-1961	125227	2-Feb-62
TRIMAX Hose clamps	Canada	660688	22-Jun-1990	386255	28-Jun-91
WINTERBLADE TRIDON & Design Wiper blades	Canada	0738061	28-Sep-1993	437993	6-Jan-95
TRIDON Class 6	Chile	675665	04-Feb-2005	730637	8-Aug-05
TRIDON Class 6	Colombia	94 32688	27-Jul-1994	175674	28-Feb-95
TRIDON Class 9 Flashers	Colombia	182624	01-Jun-1979	100963	17-May-83
TRIDON Clamps, flashers, wiper products	ECTM	124644	01-Apr-1996	00124644	14-Sep-98
TRIDON Multiple goods	ECTM	2047850	16-Jan-2001	2047850	16-Jan-01
TRIDON Class 6, 12 Clamps, flashers, wipers	France	691489	10-Feb-1984	894670	11-Feb-74

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
TRIDON Class 9 Flashers	Ghana			29,532	25-Jan-05
TRIDON Class 6, 9, 12 Clamps, flashers, wipers	Italy			304638	6-Jul-77
TRIDON Hose clamps	Japan			1854811	23-Apr-86
TRIANGLES design Clamps, flashers, wiper products	Korea			40-231198	12-Apr-90
TRIANGLES design Clamps	Korea			40-257093	13-Jan-93
TRIDON Clamps, flashers, wiper products	Korea			40-231197	12-Apr-90
TRIDON Clamps	Korea			40-236522	6-Jul-90
TRIDON Wipers, clamps, flashers	Malaysia			90003759	12-Jun-90
TRIDON & design Wipers, clamps, flashers	Malaysia	9003760	12-Jun-1990	90003760	22-May-07
TRIDON Class 6 Clamps	Mexico	222422	24-Jan-1995	488517	24-Jan-95
TRIDON Flashers & Wipers	Mexico	240790	31-Oct-1984	316235	31-Oct-84
TRIDON & Triangles Design Class 6, 17 Clamps	Norway	200704782	25-Apr-2007	241390	12-Oct-07
TRIDON Class 6	Papua New Guinea			A3239R	15-Sep-75
TRIDON Class 6 Clamps	Singapore			T81/02584D	28-Mar-81
TRIDON Class 12 Clamps, wipers	Singapore			T81/01356J	
TRIDON Class 6 Fasteners, clamps	South Africa			740864	19-Feb-74
TRIDON Class 9 Flashers, scientific equipment	South Africa			740865	19-Feb-74
TRIDON Class 12 Vehicle parts, wipers	South Africa			740866	19-Feb-74
TRIDON Class 6, 12 Hose clamps, flashers, wipers	Switzerland	921/1974	19-Feb-1974	269546	19-Feb-74

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
TRIDON Hose clamps	Thailand	520020	04-Jun-2003	Kor209431	4-Jun-03
Triangles Design Class 6 Hose clamps	UK			A1022403	19-Dec-73
TRIDON Class 6, 9, 12 Hose clamps, wipers	UK	10/20663	13-Nov-1973	1020663	13-Nov-73
LEGION Class 6 Gear type clamps	US	73/132,267	29-Jun-1977	1083168	24-Jan-78
Triangles Design Class 6 Gear type clamps	US	73/130,592	16-Jun-1977	1083160	24-Jan-78
TRIDON Class 6 Gear type clamps	US	73/130,593	16-Jun-1977	1083161	24-Jan-78
TRIDON Class 9 Flashers	US	74/291,998	08-Jul-1992	1761167	30-Mar-93
TRIDON & Design Class 9 Flashers	US	72/395,467	21-Jun-1971	0958899	15-May-73
TRIDON & design Class 6 Clamps	US	75/041,699	11-Jan-1996	2026973	31-Dec-96
TRIMAX Class 6 Hose clamps	US	74/099,689	24-Sep-1990	1745484	12-Jan-93
TRIDON Clamps, Flashers, wipers	Uruguay	70949	12-10-1979	244495	6-Apr-92
TRIDON Class 14 Metal goods (clamps)	Venezuela	1979- 006300		100867F	18-Oct-82
TRIDON Auto accessories	Venezuela	1979- 006301		101100F	Jun-1-83
TRIANGLES DESIGN	European Community	5861729	26-Apr-2007	5861729	05-Jun-2008
TRIANGLES DESIGN	Norway	200704783	25-Apr-2007	241391	12-Oct-2007
TRIANGLES DESIGN	Russian Federation	200712199	26-Apr-2007	369939	22-Jan-2009
TRIANGLES DESIGN	Switzerland	00179/2007	26-Apr-2007	560443	20-Jul-2007
TRIANGLES DESIGN	Ukraine	200707064	28-Apr-2007	97792	10-Oct-2008
TRIDON	Peru	422883	02-Jun-2010	172685	07-Jan-2011
TRIDON & TRIANGLES DESIGN	China	3616371	02-Jul-2003	3616371	28-Jan-2005
TRIDON & TRIANGLES DESIGN	European Community	5861497	26-Apr-2007	5861497	16-Oct-2008

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
TRIDON & TRIANGLES DESIGN	Norway	200704782	25-Apr-2007	241390	12-Oct-2007
TRIDON & TRIANGLES DESIGN	Peru	422882	02-Jun-2010	172684	07-Jan-2011
TRIDON & TRIANGLES DESIGN	Russian Federation	2007712198	26-Apr-2007	376559	09-Apr-2009
TRIDON & TRIANGLES DESIGN	Switzerland	00718/2007	26-Apr-2007	560442	20-Jul-2007
TRIDON & TRIANGLES DESIGN	Ukraine	200707069	28-Apr-2007	97795	10-Oct-2008

2. TRADEMARK APPLICATIONS

Trademark	Country	Application No.	Filing Date
IDEAL	Algeria	103416	12-Dec-2010
IDEAL	Bolivia	SM04451-2010	07-Oct-2010
IDEAL	Brunei Darussalam	41579	21-Dec-2010
IDEAL	Cambodia	39682	09-Dec-2010
IDEAL	Cambodia	39683	09-Dec-2010
IDEAL	Chile	930809	25-Nov-2010
IDEAL	Hong Kong	301784458	08-Dec-2010
IDEAL	Indonesia	D00 2010 044645	10-Dec-2010
IDEAL	Laos	22781	23-Dec-2010
IDEAL	Laos	22780	23-Dec-2010
IDEAL	Malaysia	2011001534	25-Jan-2011
IDEAL	Malaysia	2011001532	25-Jan-2011
IDEAL	Pakistan	292576	09-Dec-2010
IDEAL	Pakistan	292577	09-Dec-2010
IDEAL	Peru	422888	02-Jun-2010
IDEAL	Philippines	4-2010-013355	09-Dec-2010
IDEAL in Slanted Oval Design	Bolivia	SM04446-2010	07-Oct-2010
IDEAL in Slanted Oval Design	Chile	930808	25-Nov-2010
IDEAL in Slanted Oval Design	Peru	422886	02-Jun-2010
TRIDON	Algeria	103415	12-Dec-2010
TRIDON	Bolivia	SM04449-2010	07-Oct-2010
TRIDON	Bolivia	SM04450-2010	07-Oct-2010
TRIDON	Brunei Darussalam	41580	21-Dec-2010
TRIDON	Cambodia	39685	09-Dec-2010

Trademark	Country	Application No.	Filing Date
TRIDON	Cambodia	39684	09-Dec-2010
TRIDON	Hong Kong	301784467	08-Dec-2010
TRIDON	Indonesia	D00 2010 044646	10-Dec-2010
TRIDON	Laos	22782	23-Dec-2010
TRIDON	Laos	22783	23-Dec-2010
TRIDON	Malaysia	2011001533	25-Jan-2011
TRIDON	Malaysia	2011001522	25-Jan-2011
TRIDON	Pakistan	292575	09-Dec-2010
TRIDON	Pakistan	292574	09-Dec-2010
TRIDON	Philippines	4-2010- 013356	09-Dec-2010
TRIDON	Taiwan	99061819	10-Dec-2010
TRIDON & TRIANGLES DESIGN	Bolivia	SM04448- 2010	07-Oct-2010
TRIDON & TRIANGLES DESIGN	Bolivia	SM04447- 2010	07-Oct-2010
TRIDON & TRIANGLES DESIGN	Chile	930807	25-Nov-2010
TRIDON & Triangles Design Class 6	Argentina	3037227	10/8/2010
TRIDON and TRIDON & Design	Ecuador	237472 and 237475	
TRIDON Class 6 Clamps	India	1906968	11-Jan-2010
TRIDON Class 17 Non-metal clamps	India Application	1906969	11-Jan-2010
IDEAL	Argentina	3037230	08-Oct-2010
TRIDON word and design	Argentina	3037228	08-Oct-2010

3. IP LICENSES

None.