

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
SPIDER PRODUCTS, LLC		11/01/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	ASSOCIATED COMMERCIAL FINANCE, INC., AS AGENT
Street Address:	19601 BLUEMOUND ROAD, SUITE 100
City:	BROOKFIELD
State/Country:	WISCONSIN
Postal Code:	53045
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	85206744	TREE SPIDER
Serial Number:	85206702	TREE SPIDER
Serial Number:	85168114	TREE SPIDER
Serial Number:	85168840	TREE SPIDER
Serial Number:	85168893	LIVEWIRE
Serial Number:	85208571	SPIDER MONKEY
Serial Number:	85208179	SPIDER SPEED CLIPS
Serial Number:	85200690	SPIDER WEB
Serial Number:	85200667	SPIDER WEB
Serial Number:	85173321	DESCENT SYSTEM LIVEWIRE

CORRESPONDENCE DATA

Fax Number: (612)359-7602
 Phone: 612-359-7645

900207394

**TRADEMARK
 REEL: 004662 FRAME: 0287**

OP \$265.00 85206744

Email: GLIPP@FWHTLAW.COM

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

Correspondent Name: GLENDA M. LIPP C/O FABYANSKE LAW FIRM

Address Line 1: 800 LASALLE AVENUE, SUITE 1900

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

NAME OF SUBMITTER:	GLENDA M. LIPP
Signature:	/GLENDA M. LIPP/
Date:	11/17/2011

Total Attachments: 5

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

November 1, 2011

WHEREAS, SPIDER PRODUCTS, LLC, a Delaware limited liability company (the "Grantor"), having its chief executive office at 110 North Park Drive, Cannon Falls, Minnesota 55009, is the owner of all right, title and interest in and to certain United States trademarks and associated United States trademark registrations and applications for registration;

WHEREAS, ASSOCIATED COMMERCIAL FINANCE, INC., a Wisconsin corporation, in its capacity as agent (in such capacity, the "Agent") for ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association (the "Bank"), desires to acquire a security interest in the Grantor's trademarks and trademark registrations and applications therefor and other collateral as described below; and

WHEREAS, the Grantor is willing to grant to the Agent, for the benefit of itself and for the ratable benefit of the Bank and the other Lender Parties (as such term is defined in the Security Agreement, hereinafter defined), a security interest in and lien upon the Grantor's trademarks and trademark registrations and applications therefor and other collateral, as more fully described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement dated as of November 1, 2011, among Grantor, the Agent and the Bank (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor hereby grants to the Agent, for the benefit of itself and for the ratable benefit of the Bank and the other Lender Parties, a continuing security interest in all of the Grantor's right, title and interest in and to the following, whether now or hereafter existing, arising or acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a "Trademark"), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including without limitation those listed on Schedule A;

(b) all Trademark licenses;

(c) all reissues, extensions or renewals of any item described in clause (a) or (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b); and

(e) all proceeds of, and rights associated with, the foregoing, including without limitation any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including without limitation any Trademark, Trademark registration or Trademark license referred to in Schedule A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

THIS SECURITY INTEREST (this "Agreement") is made to secure the satisfactory performance and payment of all present and future obligations of the Grantor to the Agent, the Bank, the other Lender Parties and their respective successors and assigns. Upon request of the Grantor when all obligations have been finally paid in full and all commitments of the Bank and the other Lender Parties have been terminated, the Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest acquired under this Agreement; provided, that if at any time any part of any payment theretofore applied by the Agent, the Bank or any other Lender Party to any such obligation is or must be rescinded or returned for any reason whatsoever (including without limitation the insolvency, bankruptcy or reorganization of the Grantor), such obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Agent, the Bank or any other Lender Party, and this Agreement and the security interest granted herein shall continue to be effective or be reinstated, as the case may be, as to such obligations, all as though such application had not been made and such release had not been executed.

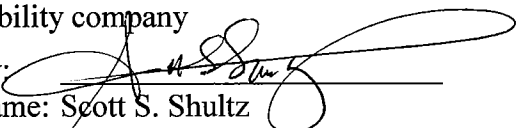
This security interest has been made in conjunction with the security interest granted to the Agent under the Security Agreement. The rights and remedies of the Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

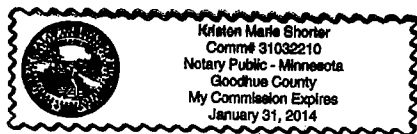
GRANTOR:

SPIDER PRODUCTS, LLC, a Delaware limited liability company

By: 
Name: Scott S. Shultz
Its: President

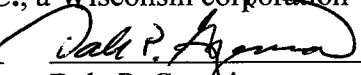
Subscribed and sworn to before me this 8 day of November, 2011.

Kristen M Shorter
Notary Public



AGENT:

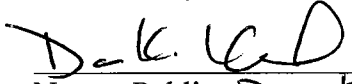
**ASSOCIATED COMMERCIAL FINANCE,
INC.,** a Wisconsin corporation

By: 

Name: Dale P. Grzenia

Its: Senior Vice President

Subscribed and sworn to before me
this 14th day of November, 2011.


Notary Public Dan K. Kempel
Expires 12/29/13

SCHEDULE A

Mark	Serial Number	Filing Date
Tree Spider	85206744	December 28, 2010
Tree Spider	85206702	December 28, 2010
Tree Spider	85168114	November 3, 2010
Tree Spider	85168840	November 4, 2010
Livewire	85168893	November 4, 2010
Spider Monkey	85208571	December 31, 2010
Spider Speed Clips	85208179	December 30, 2010
Spider Web	85200690	December 17, 2010
Spider Web	85200667	December 17, 2010
Descent System Livewire	85173321	November 10, 2010