

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
MAT Industries, LLC		09/09/2011	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	1525 West W.T. Harris Blvd.
Internal Address:	MAC 1114-029
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	1480485	PRO-FORCE
Registration Number:	3648787	PROFORCE
Registration Number:	3408956	COOL TOOLS TAKING AIR POWER TO THE NEXT LEVEL!
Registration Number:	2660897	INVECTOR
Registration Number:	2703253	POWERBENCH
Registration Number:	1478299	SANBORN
Registration Number:	2410319	TOPS
Registration Number:	1481391	MAGNA FORCE
Serial Number:	77586494	MAGNA FORCE
Registration Number:	3741353	SANBORN
Serial Number:	77878559	MONSOON
Registration Number:	2010643	POWERMATE
Registration Number:	2078849	EX-CELL

CH \$540.00 1480485

Registration Number:	2162941	EX-CELL
Registration Number:	2457496	EX-CELL
Registration Number:	2269765	MONSOON
Registration Number:	2687466	POWERMATE
Registration Number:	3309433	EXCELL
Registration Number:	3360599	IC2
Registration Number:	3886843	POWERMATE
Serial Number:	85191126	EXCELL

CORRESPONDENCE DATA

Fax Number: (312)698-2710
 Email: rebecca.lederhouse@bakermckenzie.com,
 colleen.brennan@bakermckenzie.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Rebecca Lederhouse
 Address Line 1: 130 East Randolph Drive
 Address Line 2: One Prudential Plaza, Suite 3500
 Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	22009635-000013
NAME OF SUBMITTER:	Rebecca Lederhouse
Signature:	/rebecca lederhouse/
Date:	12/15/2011

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

WHEREAS, MAT Industries, LLC, an Illinois limited liability company located at 6700 Wildlife Way, Long Grove, Illinois 60047 (herein referred to as the "Lien Grantor") owns the Trademark Collateral (as defined below);

WHEREAS, MAT Holdings, Inc., an Illinois corporation (the "Borrower"), the Lenders party thereto and Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and Issuing Lender, are parties to a Credit Agreement dated as of September 9, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to (i) that certain Collateral Agreement dated as of September 9, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Borrower, the Lien Grantor, the other Grantors party thereto and Wells Fargo Bank, National Association, in its capacity as administrative agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), and (ii) certain other Security Documents (as defined in the Credit Agreement) (including this Trademark Security Agreement), the Lien Grantor has guaranteed the Secured Obligations (as defined in the Credit Agreement) and secured the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor hereby assigns and transfers to the Grantee, and hereby grants to the Grantee, for the ratable benefit of the Secured Parties, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Credit Agreement), a security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

each Trademark (as defined in the Collateral Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

all rights, priorities and privileges relating to the foregoing and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom, all reissues, divisions, continuations, renewals, reexaminations, extensions, continuations-in-part of the foregoing, all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including without limitation payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and all rights corresponding thereto throughout the world;

provided that the Trademark Collateral shall not include any Excluded Assets (as defined in the Collateral Agreement).

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted under the terms of the Collateral Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Collateral Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement shall be governed by, construed and enforced in accordance with, the law of the State of Illinois, without reference to conflicts or choice of law principles thereof.

The Lien Grantor hereby irrevocably and unconditionally, for itself and its property:

(a) submits to the nonexclusive jurisdiction of the courts of the State of Illinois sitting in Cook County and of the United States District Court of the Northern District of Illinois, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Trademark Security Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and the Lien Grantor irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Illinois state court or, to the fullest extent permitted by Applicable Law, in such Federal court;

(b) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law, and further agrees that nothing in this Trademark Security Agreement or in any other Loan Document shall affect any right that any Secured Party may otherwise have to bring any action or proceeding relating to this Trademark Security Agreement or any other Loan Document against the Lien Grantor or any of its properties in the courts of any jurisdiction consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any

such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

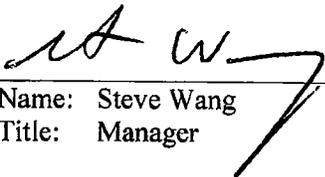
(c) waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Trademark Security Agreement or any other Loan Document in any court referred to in paragraph (b) above; and the Lien Grantor hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court; and

(d) consents to service of process in the manner provided for notices in Section 12.1 of the Credit Agreement (it being understood that nothing in this Trademark Security Agreement will affect the right of any Secured Party to serve process in any other manner permitted by Applicable Law).

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 9th day of September, 2011.

MAT INDUSTRIES, LLC

By: 
Name: Steve Wang
Title: Manager

Acknowledged:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 9th day of September, 2011.

MAT INDUSTRIES, LLC

By: _____
Name:
Title:

Acknowledged:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: Rosalie C. Hawley
Name: Rosalie C. Hawley
Title: Vice President

**Schedule 1
to Trademark
Security Agreement**

MAT INDUSTRIES, LLC

U.S. TRADEMARK REGISTRATIONS

REG./SERIAL NO.	MARK	CLASS - GOODS/SERVICES	ISSUE/ FILING DATE	NEXT ACTION STATUS
1,480,485 73/676,573	PRO-FORCE	Cl. 007	3/15/2008 8/3/1987	Renewal Due 3/15/2018
3,648,787 78/366,701	PROFORCE	Cl. 007	6/30/2009 2/12/2004	Affidavit of Use Due 6/30/2015
3,408,956 78/322,883	COOL TOOLS - TAKING AIR POWER TO THE NEXT LEVEL	Cl. 007	4/8/2008 11/4/2003	Affidavit of Use due 4/8/2014
2,660,897 78/081,207	INVECTOR	Cl. 007	12/10/2002 8/27/2001	Renewal Due 12/10/2012
2,703,253 78/078,409	POWERBENCH	Cl. 007	4/1/2003 8/9/2001	Renewal Due 4/1/2013
1,478,299 73/633,613	SANBORN	Cl. 007	3/1/2003 12/4/1986	Renewal Due 3/1/2018
2,410,319 75/767,609	TOPS	Cl. 007	12/5/2000	Abandoned
1,481,391 73/676,572	MAGNA FORCE	Cl. 007	3/22/2008 8/3/1987	Renewal Due 3/22/2018
77/586,494	MAGNA FORCE	Cl. 007	10/6/2008	Abandoned
3,741,353 77/695,909	SANBORN	Cl. 007	1/19/2010	Affidavit of Use Due 1/19/2016 Renewal Due 1/19/2020
77/878,559	MONSOON	Cl. 007	11/23/09	Notice of Acceptance
2,010,643	POWERMATE	Cl. 007	10/22/1996	Renewal Due 10/22/2016
2,078,849	EX- CELL	Cl. 007	7/15/1997	Renewal Due 7/15/2017
2,162,941	EX-CELL	Cl. 007	6/2/1998	Renewal Due 6/2/2018
2,457,496	EX-CELL	Cl.007	6/5/2001	Renewal Due 6/5/2021
2,269,765	MONSOON	Cl. 007	8/10/1999	Abandoned

REG./SERIAL NO.	MARK	CLASS - GOODS/SERVICES	ISSUE/ FILING DATE	NEXT ACTION STATUS
2,687,466	POWERMATE	Cl. 007	2/11/2003	Renewal Due 2/11/2013
3,309,433	EXCELL	Cl. 007	10/9/2007	Affidavit of Use Due 10/9/2013 Renewal Due 10/9/2017
3,360,599	IC2	Cl. 007	12/25/2007	Affidavit of Use Due 12/25/2013 Renewal Due 12/25/2017
3,886,843	POWERMATE	Cl. 007	12/7/2010	Affidavit of Use Due 12/7/2016 Renewal Due 12/7/2020
85/191,126	EXCELL	Cl. 007, 008, 012	12/6/2010	Statement of Use Due 2/16/2012

FOREIGN TRADEMARK REGISTRATIONS

COUNTRY	REG./SERIAL NO.	MARK	CLASS - GOODS/SERVICES	ISSUE/ FILING DATE
Canada	TMA586,902 1,087,713	DUAL POWER		Renewal Due 8/8/2018
Mexico	697,656 465,196	DUAL POWER	Cl. 007	Abandoned
Korea	400613 1996-42749	MAGNA FORCE	Cl. 007	Abandoned
Canada	1,452,210	SANBORN		Abandoned
Mexico	1,171,499	SANBORN		Renewal Due 9/18/2019
Canada	TMA580100	EX-CELL	Cl. 007	Renewal Due 4/29/2018
Canada	TMA406649	POWERMATE	Cl. 004, 007, 008, 009	Renewal Due 1/1/2023
Canada	TMA593983	POWERMATE	Cl. 007, 009, 011	Renewal Due 11/5/2018
Canada	TMA747035	POWERMATE	Cl. 007, 009	Renewal Due 9/4/2024
Mexico	476217	POWERMATE	Cl. 007	Renewal Due 2/11/2014
Puerto Rico	62612	POWERMATE	Cl. 007	Renewal Due 3/12/2014

TRADEMARK LICENSES

None.