

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
HUSKIE TOOLS, INC.		12/19/2011	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

Name:	NORTHSTAR MEZZANINE PARTNERS V L.P.
Street Address:	45 SOUTH 7TH STREET
Internal Address:	2310 PLAZA VII
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	1727065	ROBO*CRIMP
Registration Number:	2018990	HUSKIE HYDRAULIC HAMMERS
Registration Number:	2018991	HUSKIE HHH
Serial Number:	85365005	HUSKIE TOOLS
Serial Number:	85365030	H HUSKIE TOOLS
Serial Number:	85365036	H

**CORRESPONDENCE DATA**

Fax Number: (612)977-8650  
 Phone: 612-977-8483  
 Email: sbourdaux@briggs.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Sarina Bourdaux, Paralegal  
 Address Line 1: 80 South Eighth Street  
 Address Line 2: 2200 IDS Center

CH \$165.00 1727065

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: 33324.81

NAME OF SUBMITTER: Marcus A. Ploeger, Esq.

Signature: /MARCUS A. PLOEGER, ESQ./

Date: 12/19/2011

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

Dated: December 19, 2011

WHEREAS, HUSKIE TOOLS, INC., an Illinois corporation ("Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and NORTHSTAR MEZZANINE PARTNERS V L.P., a Delaware limited partnership (together with its successors and assigns, "Grantee"), are parties to a Note Purchase Agreement, dated as of December 19, 2011 (as the same may be amended and in effect from time to time, the "Note Purchase Agreement"), providing for the purchase by Grantee from Grantor of a promissory notes in the aggregate original principal amount of \$24,000,000; and

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of December 19, 2011 by and between Grantor and Grantee (as said agreement may be amended and in effect from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in all or substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (that term used herein as defined in the Security Agreement) and Trademark Licenses (that term used herein as defined in the Security Agreement), but excluding any "intent to use" Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office but not excluding any common law Trademark rights otherwise included herein, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Note Purchase Agreement and the other Credit Documents (as defined in the Note Purchase Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of 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 presently existing or hereafter created or acquired:

- (1) each Trademark of Grantor, including, without limitation, the Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto;
- (2) each Trademark License of Grantor, including, without limitation, the Trademark Licenses referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

Notwithstanding the foregoing, no grant of security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office, provided that the foregoing shall not be deemed or construed to negate, diminish or otherwise adversely affect the security interest of Grantee in any common law Trademark rights otherwise granted herein.

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

This Trademark Security Agreement shall terminate and the security interest in the Trademarks shall be released upon the full and indefeasible payment and performance of the Obligations (as defined in the Note Purchase Agreement). Upon the termination of this Trademark Security Agreement, Grantee shall, at Grantor's expenses and upon Grantor's reasonable written request, execute all documents, make all filings, take all other actions reasonably requested in writing by Grantor to evidence and record the release of the security interests in the Trademarks granted herein.

[Remainder of page intentionally left blank;  
signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the day and year first above written.

GRANTOR:

HUSKIE TOOLS, INC.,  
an Illinois corporation

By: George M. Urban  
Name: George M. Urban  
Title: Vice President

ACKNOWLEDGED AND ACCEPTED ON  
THE DATE FIRST WRITTEN ABOVE:

NORTHSTAR MEZZANINE PARTNERS V L.P.,  
a Delaware limited partnership

By: Northstar Capital, LLC  
Its General Partner

By: \_\_\_\_\_  
Name: Douglas E. Mark  
Title: Managing Partner

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the day and year first above written.

GRANTOR:

HUSKIE TOOLS, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGED AND ACCEPTED ON  
THE DATE FIRST WRITTEN ABOVE:

NORTHSTAR MEZZANINE PARTNERS V L.P.,  
a Delaware limited partnership

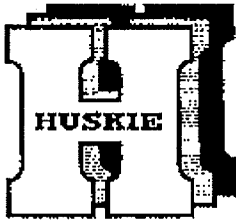
By: Northstar Capital, LLC  
Its General Partner

By:   
Name: Douglas E. Mark  
Title: Managing Partner

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



**Schedule 1 to  
Trademark Security Agreement**

TRADEMARK REGISTRATIONS

<b>Mark</b>	<b>Country</b>	<b>Reg. No./ Reg. Date</b>	<b>Status</b>	<b>First Use</b>	<b>Goods/Services</b>
ROBO*CRIMP & Design  ROBO*CRIMP	U.S. Federal	1727065 10/27/1992	Registered	4/25/1991	07, Power-operated hand tool; namely, compression tool for use in crimping connectors
HUSKIE	Canada	TMA282709 8/26/1983	Registered	6/5/1977	07, Hydraulic tools and accessories, namely, hoses, dies, blades and pumps.
HUSKIE HYDRAULIC HAMMERS	U.S. Federal	2018990 11/26/1996	Registered	6/0/1994	07, Hydraulic hammers and hydraulic breakers.
HUSKIE HHH & Design  	U.S. Federal	2018991	Registered	6/0/1994	07, Hydraulic hammers and hydraulic breakers.

TRADEMARK APPLICATIONS

<b>Mark</b>	<b>Country</b>	<b>App. No./ App. Date</b>	<b>Status</b>	<b>First Use</b>	<b>Goods/Services</b>
HUSKIE TOOLS	U.S. Federal	85/365005 7/7/2011	Pending	12/31/1976	07, Power tools, namely, hydraulic compression tools, hydraulic cutting tools, battery operated compression tools and battery operated cutting tools; and hydraulic pumps

Mark	Country	App. No./ App. Date	Status	First Use	Goods/Services
H HUSKIE TOOLS & Design 	U.S. Federal	85/365030 7/7/2011	Pending	Intent to Use	07, Power tools, namely, hydraulic compression tools, hydraulic cutting tools, battery operated compression tools and battery operated cutting tools; and hydraulic pumps
H Design 	U.S. Federal	85/365036 7/7/2011	Pending	Intent to Use	07, Power tools, namely, hydraulic compression tools, hydraulic cutting tools, battery operated compression tools and battery operated cutting tools; and hydraulic pumps

TRADEMARK LICENSES

Trademark License Agreement dated October 28, 2011, by and between Huskie Tools, Inc. and Rock Breakers, Inc.

COMMON LAW TRADEMARKS

*None*