

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
KCD IP, LLC		03/07/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	209 South LaSalle Street, 3rd Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604-1219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Serial Number:	85255981	KENMORE
Serial Number:	85256022	KENMORE
Serial Number:	85255957	KENMORE
Serial Number:	85256036	KENMORE
Serial Number:	85255940	KENMORE LIVE STUDIO
Serial Number:	85255996	KENMORE
Serial Number:	85256052	KENMORE
Serial Number:	85255902	KENMORE CONNECT
Serial Number:	85255950	KENMORE
Serial Number:	85143222	KENMORE CONNECT
Serial Number:	85059730	KENMORE ONCALL
Serial Number:	85059740	KENMORE CONNECT
Serial Number:	85002239	KENMORE LEAVES BEHIND CLEANER AIR
Serial Number:	77840206	KENMORE. THAT'S GENIUS.

OP \$1165.00 85255981

TRADEMARK

Serial Number:	77767392	KENMOREPOP!
Serial Number:	77767385	KENMOREYUM!
Serial Number:	77767388	KENMOREMIX!
Serial Number:	77503363	KENMORE
Serial Number:	77503373	KENMORE ELITE
Serial Number:	77503381	KENMORE PRO
Serial Number:	77368295	KENMORE
Serial Number:	77149703	KENMORE PRO
Serial Number:	85432784	DIEHARD
Serial Number:	85432773	DIEHARD
Serial Number:	85428966	DIEHARD
Serial Number:	85429617	DIEHARD
Serial Number:	85386193	DIEHARD
Serial Number:	85114198	DIEHARD
Serial Number:	77840248	DIEHARD
Serial Number:	77982539	LIFE DEMANDS DIEHARD
Serial Number:	77745828	LIFE DEMANDS DIEHARD
Serial Number:	77156285	DIEHARD
Serial Number:	77013360	DIEHARD PLATINUM
Serial Number:	77012884	DIEHARD PLATINUM
Serial Number:	85408269	CRAFTSMAN
Serial Number:	85364259	CRAFTSMAN
Serial Number:	85177991	CRAFTSMAN PROJECT EDISON
Serial Number:	85176896	CRAFTSMAN EXPERIENCE
Serial Number:	85151277	CRAFTSMAN
Serial Number:	77878640	CRAFTSMAN
Serial Number:	77845470	CRAFTSMAN INDUSTRIAL
Serial Number:	77830901	CRAFTSMAN INDUSTRIAL
Serial Number:	77783962	CRAFTSMAN ELBOW
Serial Number:	77756647	CRAFTSMAN EDGE
Serial Number:	77660443	CRAFTSMAN PROFESSIONAL
Serial Number:	77203179	THERE'S A CRAFTSMAN IN ALL OF US

CORRESPONDENCE DATA

Fax Number:

TRADEMARK
REEL: 004765 FRAME: 0155

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

Email: jlw@white.com
Correspondent Name: Jason L. White
Address Line 1: P.O. Box 2828
Address Line 4: Chicago, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	05112811
NAME OF SUBMITTER:	Jason L. White
Signature:	/Jason L. White/
Date:	04/26/2012

Total Attachments: 22

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Security Agreement") is made and entered into effective as of May 18, 2006 ("the Effective Date"), by and between KCD IP, LLC, a Delaware limited liability company (together with its permitted successors and assigns, the "Issuer"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, acting hereunder as indenture trustee and not in its individual capacity (together with its permitted successors and assigns, the "Trustee").

1. Grant of Security Interest. To secure the complete and timely payment and satisfaction of all obligations of Issuer under the Indenture, of even date herewith, between Issuer and Trustee, Issuer hereby grants to Trustee a security interest in and to all right, title and interest of Issuer in and to any Sears Trademarks as set forth on Schedule 1 attached hereto ("Sears Trademarks") as security for Issuer's obligations under the Indenture. Schedule 1 shall be amended from time to time to include any after-acquired Sears Trademarks.

2. Warranties and Representations. Issuer covenants and warrants that:

(a) The Sears Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) Issuer is the sole and exclusive owner of the entire and unencumbered right and interest to the Sears Trademarks; and

(c) Issuer has the unqualified right to enter into this Security Agreement and perform its terms.

3. Events of Default. The term Event of Default, as used herein, shall have the same meaning as Event of Default has in the Indenture.

4. Issuer's Right to Use Trademarks. Unless and until an Event of Default shall occur and be continuing, Issuer shall retain all of its rights to the Sears Trademarks but shall not be permitted to assign, transfer or otherwise encumber its rights under the Sears Trademarks; provided, however, that nothing herein contained shall prohibit Issuer from assigning or transferring the Sears Trademarks unless such assignment or transfer would have a Material Adverse Effect on the Noteholders.

5. Trustee's Rights. If any Event of Default shall have occurred and be continuing, Trustee shall have, in addition to all other rights and remedies given it by this Security Agreement, the Indenture, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Sears Trademarks apply and, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Issuer, all of which are hereby expressly waived, and without advertisements, the right to realize upon, the whole or from time to time any part of the Sears Trademarks, or any interest which the Issuer may have therein.

6. Power of Attorney. If any Event of Default shall have occurred and be continuing, Issuer hereby authorizes and empowers Trustee to make, constitute and

appoint any officer or agent of Trustee as Trustee may select in its exclusive discretion, as Issuer's true and lawful attorney-in-fact, with the power to endorse Issuer's name on all documents, papers and instruments necessary for Trustee to realize upon the Sears Trademarks. Issuer hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Security Agreement.

7. Protection of Rights in the Sears Trademarks.

(a) Subject to the Indenture, Issuer shall take all actions reasonably necessary to protect, defend and enforce Trustee's rights in the Sears Trademarks. Issuer shall, upon the reasonable request of Trustee (at the direction of the Majority Noteholders), do any and all lawful acts and execute any and all proper documents in aid of such protection, defense and enforcement.

(b) If an Event of Default shall have occurred and be continuing, Trustee shall have the right but shall in no way be obligated to bring suit in its own name to protect, defend and enforce the Sears Trademarks, in which event Issuer shall at the request of Trustee do any and all lawful acts and execute any and all proper documents required by Trustee in aid of such protection, defense and enforcement.

8. No Waiver. No course of dealing between Issuer and Trustee nor any failure to exercise, nor any delay in exercising, on the part of Trustee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise of the exercise of any other right, power or privilege.

9. Cumulative Rights. All of Trustee's rights and remedies with respect to the Sears Trademarks, whether established hereby or by the Indenture or by law shall be cumulative and may be exercised singularly or concurrently.

10. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

11. Amendment. This Security Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 4.

12. Successors and Assigns. The benefits and burdens of this Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

13. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED THEREIN WITHOUT REFERENCE TO ITS CONFLICTS OF LAWS RULES (OTHER THAN TITLE 14 OF ARTICLE 5 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

14. Forum Selection and Consent to Jurisdiction. THE ISSUER AND THE TRUSTEE HEREBY IRREVOCABLY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL OR NEW YORK STATE COURT SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT, AND THE ISSUER AND THE TRUSTEE HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH FEDERAL OR NEW YORK STATE COURT. THE ISSUER AND THE TRUSTEE HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT THAT THEY MAY LEGALLY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. THE ISSUER AND THE TRUSTEE AGREE 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.

15. Waiver of Jury Trial. ISSUER AND TRUSTEE HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS SECURITY AGREEMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

WITNESS the execution hereof as of the day and year first above written.

KCD IP, LLC

By: Howard H. Gu
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Name:
Title:

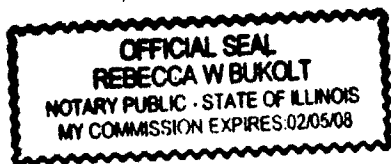
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ILLINOIS :
 : SS.
COUNTY OF COOK :

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 18th day of May, 2006, personally appeared Dawn A. Eber to me know personally, and who, being by me duly sworn, deposes and says that (s)he is the President of KCD IP, LLC, and said instrument was signed on behalf of said corporation by authority of its Board of Directors, and that (s)he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



WITNESS the execution hereof as of the day and year first above written.

KCD IP, LLC

By: _____
Name:
Title:


U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: *Patricia M. Child*
Name: PATRICIA M. CHILD
Title: VICE PRESIDENT

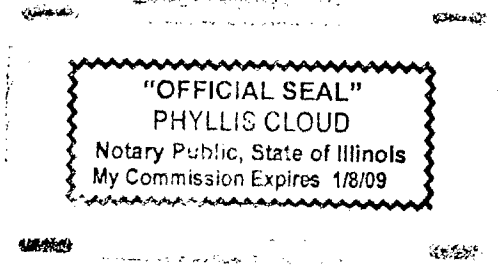
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ILLINOIS :
 : SS.
COUNTY OF COOK :

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 18th day of May, 2006, personally appeared PATRICIA M. CHILD to me know personally, and who, being by me duly sworn, deposes and says that (s)he is the VICE PRESIDENT of U.S. Bank National Association, and said instrument was signed on behalf of said corporation by authority of its Board of Directors, and that (s)he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public
My Commission Expires:



SCHEDULE 1

Sears Trademarks – U.S.

[ATTACHED]

US Federal

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AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Amendment to Trademark Security Agreement ("Amendment") is dated as of March 7, 2012, by and between KCD IP, LLC, a Delaware limited liability company (together with its permitted successors and assigns, the "Issuer") and U.S. BANK NATIONAL ASSOCIATION, a national banking association, acting hereunder as indenture trustee and not in its individual capacity (together with its permitted successors and assigns, the "Trustee"), and amends that certain Trademark Security Agreement between Issuer and Trustee, effective as of May 18, 2006 ("Security Agreement"). All terms capitalized herein, but not defined herein, shall have the meanings ascribed to them in the Security Agreement.

WHEREAS, the parties hereto desire to amend Schedule 1 to the Security Agreement, as contemplated in Section 1 of the Security Agreement and as further set forth below.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Schedule 1. As of the date of this Amendment, Schedule 1 of the Security Agreement is hereby deleted and replaced with Schedule 1 attached hereto to reflect (i) Sears Trademarks that have lapsed since May 18, 2006; and (ii) Sears Trademarks acquired after May 18, 2006.

2. General Provisions.

A. No Other Amendments. Except as expressly amended herein, the Security Agreement shall continue in full force and effect, in accordance with its terms, without any waiver, amendment or other modification of any provision thereof. In the event that any provision of this Amendment shall conflict with the terms, provisions, conditions, and exhibits of the Agreement, the terms, provisions, conditions and exhibits of this Amendment shall govern and control.

B. Counterparts; Electronic Delivery. This Amendment may be executed in any number of counterparts, and by different parties on separate counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. This Amendment may be delivered by pdf or other electronic delivery and shall be fully effective as if originals hereof were delivered.

C. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

D. Captions. Captions used in this Amendment are provided for convenience and reference only and should not be used in construing this Amendment.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

KCD IP, LLC

By: _____
Name: _____
Title: _____

U.S. BANK NATIONAL ASSOCIATION

By: Patricia M. Child
Name: Patricia M. Child
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

KCD IP, LLC

U.S. BANK NATIONAL ASSOCIATION

By: Michael J. West
Name: Michael J. West
Title: President

By: _____
Name: _____
Title: _____

REVISED SCHEDULE 1

US Federal

1	[INTENTIONALLY DELETED]	
2	78-570980 CRAFTSMAN (Block letters) Registered.....	7
3	[INTENTIONALLY DELETED]	
4	[INTENTIONALLY DELETED]	
5	73-554435 CRAFTSMAN Renewed.....	8
6	[INTENTIONALLY DELETED]	
7	73-554673 CRAFTSMAN Renewed	8
8	73-561124 CRAFTSMAN Renewed.....	8
9	[INTENTIONALLY DELETED]	
10	73-561130 CRAFTSMAN Renewed	9
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13	73-572130 CRAFTSMAN Renewed.....	9
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20	73-585946 CRAFTSMAN Renewed.....	11
21	73-595387 CRAFTSMAN Renewed.....	11
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27	75-599889 CRAFTSMAN	

	Renewed.....	12
28	76-086056 CRAFTSMAN Registered.....	13
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53	74-211366 CRAFTSMAN Renewed.....	19
54	74-214791 CRAFTSMAN Renewed.....	19
55	74-302612 CRAFTSMAN Renewed.....	20
56	74-396913 CRAFTSMAN Renewed.....	20
57	75-550390 CRAFTSMAN CLUB Renewed.....	20
58	[INTENTIONALLY DELETED]	
59	[INTENTIONALLY DELETED]	
60	75-225029 CRAFTSMAN KID'S CLUB Renewed.....	21
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62	76-388448 CRAFTSMAN PROFESSIONAL Registered.....	21
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69	78-220359 DIEHARD Registered.....	23
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71	78-317729 DIEHARD Registered.....	24
72	[INTENTIONALLY DELETED]	
73	74-099621 DIEHARD Renewed.....	24
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77	78-296152 DIEHARD GOLD Registered.....	25

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79	[INTENTIONALLY DELETED]	
80	[INTENTIONALLY DELETED]	
81	[INTENTIONALLY DELETED]	
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85	78-314699 KENMORE Registered.....	28
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88	[INTENTIONALLY DELETED]	
89	71-539906 KENMORE Renewed.....	29
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92	73-158384 KENMORE Renewed.....	30
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94	73-427663 KENMORE Renewed.....	30
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106	85-255940 KENMORE LIVE STUDIO Application pending	[]
107	85-255996 KENMORE Application pending	[]
108	85-256052 KENMORE Application pending	[]
109	85-255902 KENMORE CONNECT Application pending	[]
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112	85-059730 KENMORE ONCALL Application pending	[]
113	85-059740 KENMORE CONNECT Application pending	[]
114	85-002239 KENMORE LEAVES BEHIND CLEANER AIR Allowed.....	[]
115	77-840206 KENMORE. THAT'S GENIUS Allowed.....	[]
116	77-767392 KENMOREPOP! Registered.....	[]
117	77-767385 KENMOREYUM! Allowed.....	[]
118	77-767388 KENMOREMIX! Registered.....	[]
119	77-503363 KENMORE (and Design) Registered.....	[]
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121	77-503381 KENMORE PRO (and Design) Allowed.....	[]
122	77-368295 KENMORE Allowed.....	[]
123	77-149703 KENMORE PRO Registered.....	[]
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125	85-432773 DIEHARD Allowed.....	[]
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- 131 **77-982539** LIFE DEMANDS DIEHARD
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- 132 **77-745828** LIFE DEMANDS DIEHARD
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- 133 **77-156285** DIEHARD
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- 134 **77-013360** DIEHARD PLATINUM
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- 135 **77-012884** DIEHARD PLATINUM
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- 139 **85-176896** CRAFTSMAN EXPERIENCE
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- 141 **77-878640** CRAFTSMAN
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- 145 **77-756647** CRAFTSMAN EDGE
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- 146 **77-660443** CRAFTSMAN PROFESSIONAL
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- 147 **77-203179** THERE'S A CRAFTSMAN IN ALL OF US
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