

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 0)

05/14/2012

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



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To the Director of the U. S. Pat

and documents or the new address(es) below.

1. Name of conveying party(ies):

Power Tools, Inc.
600 Unicorn Park Drive
Woburn, MA 01801

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: RBS Citizens, N. A.

Internal Address: _____

Street Address: 28 State Street

City: Boston

State: MA

Country: USA Zip: 02109

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other National Banking Corporation Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 30, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached Exhibit A

B. Trademark Registration No.(s)

See attached Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: John L. Hackett, Esq.

Internal Address: Bartlett Hackett Feinberg P.C.

Street Address: 155 Federal Street

City: Boston

State: MA Zip: 02110

Phone Number: 617-422-0200

Fax Number: _____

Email Address: jlh@bostonbusinesslaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 80.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 63/14/2012 1111 00000022 1898685

Authorized User Name FC:9991

Date May 10, 2012

9. Signature:

Signature

John L. Hackett, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

\$15.00

TRADEMARK
REEL: 004785 FRAME: 0037

5-10-12

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Conveying Party: Power Tools, Inc.
Receiving Party: RBS Citizens, N.A.
Nature of Conveyance: Supplemental Trademark Security Agreement
Dated April 30, 2012

Exhibit A

Lists of Trademarks and Trademark Licenses
Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
NOTRIX	1,898,685	June 13, 1995
AXCELER	3481601	August 5, 2008

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of April 30, 2012 by POWER TOOLS, INC., a Delaware corporation (the "Debtor"), in favor of RBS CITIZENS, N.A., a national banking association (the "Secured Party"), pursuant to the Loan Agreement referred to below.

RECITALS

A. Debtor has executed and delivered to the Secured Party a certain Loan Agreement dated April 30, 2012, as the same may be amended, renewed, restated or extended from time to time (the "Loan Agreement") and in connection therewith has further executed and delivered in favor of the Secured Party a Security Agreement (the "General Security Agreement") granting to the Secured Party a continuing security interest in all of Debtor's tangible and intangible personal property.

B. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to the Secured Party under the General Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the Debtor hereby agrees as follows:

Section 1. Security Interest. Subject to Section 2(b) of the General Security agreement, the Debtor hereby grants to the Secured Party a continuing security interest in, and a collateral assignment and pledge of, Debtor's right, title and interest in and to all trademarks, service marks and trade names now or hereafter owned by the Debtor, whether registered or unregistered, including, but not limited to, those trademarks of the Debtor listed on Schedule A attached hereto and made a part hereof (collectively, the "Trademarks"), together with the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "Collateral"), as security for the Obligations (as defined in the General Security Agreement). The Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

Section 2. Representations and Warranties. The Debtor represents and warrants that:

2.1 Schedule A sets forth as of the date hereof all United States trademark registrations and applications owned by the Debtor.

2.2 As of the date hereof, the Collateral set forth on Schedule A is subsisting and has not been adjudged invalid or unenforceable.

2.3 As of the date hereof, to Debtor's knowledge, no claim has been made in writing that the use of any of the Collateral violates the rights of any third person and the Debtor is not aware of any basis for any such claim to be asserted.

2.4 The Debtor is the sole and exclusive owner of the entire right, title and interest in and to the Collateral, free and clear of any lien, security interest or other encumbrances, including without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Debtor not to sue third persons (other than the security interest granted hereby and any of the foregoing entered into in the ordinary course of business).

2.5 The Debtor has the full power and authority to enter into this Agreement and perform its terms.

2.6 The Debtor has used proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

Section 3. Covenants. The Debtor covenants and agrees as follows:

3.1 The Debtor will keep the Collateral free from any lien, security interest or encumbrance (except in favor of the Secured Party or other Permitted Liens) and will defend the Collateral and the title thereto against all claims and demands of all other persons at any time claiming the same or any interest therein.

3.2 The Debtor shall not abandon any Collateral except such Collateral which would not reasonably be expected to have a material adverse effect on the business, operations, properties, assets or condition, financial or otherwise, of the Debtor.

3.3 The Debtor shall maintain all rights held by the Debtor relating to the Collateral except such Collateral which the failure to maintain would not reasonably be expected to have a material adverse effect on the business, operations, properties, assets or condition, financial or otherwise, of the Debtor.

3.4 Until all of the Obligations (other than inchoate indemnity and reimbursement obligations) shall have been finally paid in full in cash and the termination of the commitments therefor, the Debtor shall not enter into any agreement (including a license agreement) which directly conflicts with the Debtor's obligations under this Agreement other than agreements that could not reasonably be expected to materially and adversely affect the value of the Collateral, without the Secured Party's prior written consent.

3.5 The Debtor will not sell or offer to sell or otherwise transfer the Collateral or any interest therein (other than non-exclusive licenses granted in the ordinary course of the Debtor's business) without the prior written consent of the Secured Party.

3.6 If the Debtor shall purchase, register or otherwise acquire rights to any new registrable or registered trademark, the provisions of Section 1 shall automatically apply thereto and at least annually the Debtor shall give to the Secured Party written notice thereof, and shall execute an amendment to Schedule A including such registrations and applications and shall take any other action reasonably necessary to record the Secured Party's interest in such trademarks with the U.S. Commissioner of Patents and Trademarks.

3.7 The Debtor will use proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

3.8 The Debtor shall execute, or use its reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by the Secured Party in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

Section 4. Remedies. After the occurrence and during the continuance of any Event of Default (as defined in the General Security Agreement), the Secured Party, may declare all Obligations secured hereby immediately due and payable and shall have the remedies set forth in Section 5 of the General Security Agreement and the remedies of a secured party under the Uniform Commercial Code.

Section 5. Attorney-in-Fact. The Debtor hereby appoints the Secured Party, as the Debtor's attorney-in-fact (with full power of substitution and re-substitution) with the power and authority, after the occurrence of any Event of Default, to execute and deliver, in the name of and on behalf of the Debtor, and to cause the recording of all such further assignments and other instruments as the Secured Party deems necessary

or desirable in order to carry out the intent of the General Security Agreement. The Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by the Secured Party (or the Secured Party's designee in accordance with the terms hereof) and on the statements made therein.

Section 6. General.

6.1 No course of dealing between the Debtor and the Secured Party, nor any failure to exercise, nor any delay in exercising on the part of the Secured Party, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by the Secured Party of any default shall operate as a waiver of any other default or of a similar default on a future occasion.

6.2 All of the Secured Party's rights and remedies with respect to the Collateral, whether established hereby or by the General Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the General Security Agreement or any other security agreement or other agreement now or hereafter existing between the Debtor and the Secured Party.

6.3 If any clause or provision of this Agreement shall be held invalid and 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 Agreement in any jurisdiction.

6.4 This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3.6 hereof.

6.5 The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

6.6 The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the Commonwealth of Massachusetts.

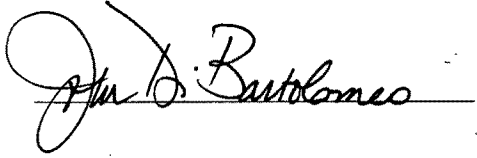
Section 7. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

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IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered as a sealed instrument as of the date set forth above.

WITNESS (to all)

DEBTOR
POWER TOOLS, INC.



By:



Michael L. Alden
President and Chief Executive officer

(Signature Page to Trademark Security Agreement)

**SCHEDULE A
TRADEMARKS**

Trademark	Registration No.	Registration Date
NOTRIX	1,898,685	June 13, 1995
AXCELER	3481601	August 5, 2008