

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
Blackhawk Specialty Tools, LLC		06/28/2012	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	5001 Spring Valley Road		
Internal Address:	Suite 225-E		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75244		
Entity Type:	CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3872755	BLACKHAWK	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	efrazier@fulbright.com		
Correspondent Name:	Erin Frazier		
Address Line 1:	2200 Ross Ave.; Suite 2800		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Erin Frazier		
Signature:	/Erin Frazier/		
Date:	07/05/2012		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 28th day of June 2012, by and between **BLACKHAWK SPECIALTY TOOLS, LLC** a Texas limited liability company ("Grantor"), and **REGIONS BANK**, as Lender (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and among Grantor, as borrower and Regions Bank, as lender ("Lender"), Lender has agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement. The rules of construction specified in Section 1.4 of the Loan Agreement also apply to this Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Obligations, a continuing security interest (referred to in this Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all applications filed in the United States in connection therewith, in the United States Patent and Trademark Office, and all renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) any written U.S. license agreement of Grantor with any Person granting to any third party any right to use any Trademark now or hereafter owned by Grantor or that Grantor otherwise has the right to license, or granting to Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of Grantor under any such agreement, including those listed on Schedule I hereto;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each license of Trademarks; and

(d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i)

infringement or dilution of any Trademark or any Trademarks exclusively licensed under any license, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any license of Trademarks.

3. SECURITY FOR OBLIGATIONS. This Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Lender whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. LOAN AGREEMENT. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Lender, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when Lender has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement.

7. CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES.


8. INCORPORATION OF LOAN AGREEMENT PROVISIONS. Sections 10.16 and 10.17 of the Loan Agreement are hereby incorporated into this Agreement by reference and shall have the same force and effect as if expressly set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

**BLACKHAWK SPECIALTY TOOLS,
LLC**, a Texas limited liability company

By: 

Name: Scott McCurdy

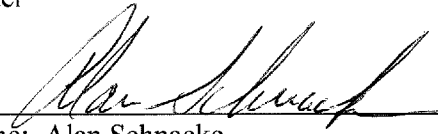
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
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LENDER:

REGIONS BANK,
as Lender

By: 
Name: Alan Schnacke
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Jurisdiction and Office Where Registered</u>	<u>Registration Date</u>	<u>Registration Number</u>
Blackhawk Specialty Tools, LLC	Blackhawk Specialty Tools (Louisiana Tradename)	Louisiana	November 13, 2009	Louisiana Registration No. BM 62-1020
Blackhawk Specialty Tools, LLC	Blackhawk Specialty Tools and Logo – consists of the word “Blackhawk” and bird with outstretched talon (Louisiana Service Mark)	Louisiana	November 24, 2009	Louisiana Registration No. BM-62-1021
Blackhawk Specialty Tools, LLC	Consists of the word “Blackhawk” and bird with outstretched talon (Federal Service Mark)	USPTO	November 9, 2010	U.S. Registration No. 3,872,755

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Licenses of Trademarks

None.