

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
Hopkins Manufacturing Corporation		07/17/2012	CORPORATION: KANSAS

RECEIVING PARTY DATA

Name:	Penfund Capital Fund III Limited Partnership
Street Address:	Bay Adelaide Centre, 333 Bay Street, Suite 610
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5H 2R2
Entity Type:	LIMITED PARTNERSHIP: CANADA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3272716	TRAILER SAFE
Registration Number:	3451480	DISPOS-OIL
Registration Number:	3489231	MESS BUSTER
Registration Number:	3496380	"DON'T SPOIL YOUR SOIL...RECYCLE YOUR OIL"
Registration Number:	3450079	HAND-E GRIP
Registration Number:	3613368	OIL CHANGE DISPOS-KIT
Registration Number:	2295859	2 X 4 BASICS
Registration Number:	2730874	ANYSIZE CHAIR
Registration Number:	2332147	SHELFLINKS
Registration Number:	1900647	DEKMATE
Registration Number:	2581711	JUST ADD 2X4'S
Serial Number:	85164556	
Registration Number:	1701818	RHINORAMPS STRONGER THAN STEEL
Registration Number:	2134179	RHINORAMPS

OP \$540.00 3272716

Registration Number:	3743562	CORETRAC
Serial Number:	85366896	RHINOGEAR
Serial Number:	85366914	
Registration Number:	3263018	HAUL IT ALL
Registration Number:	1224291	ICE BREAKER
Registration Number:	1022516	ICEBREAKER
Registration Number:	1722012	SPRAYGEE

CORRESPONDENCE DATA

Fax Number: 7033704809
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 7033701010
Email: docket@haaiplaw.com
Correspondent Name: H&A IP LAW, PLLC
Address Line 1: 2847 Duke Street
Address Line 4: Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER: T261715

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Harold L. Novick

Signature: /Harold L. Novick/

Date: 08/17/2012

Total Attachments: 5
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TRADEMARK COLLATERAL AGREEMENT

This 17th day of July, 2012, Hopkins Manufacturing Corporation, a Kansas corporation (the "*Debtor*"), with its principal place of business and mailing address at 428 Peyton Street, P.O. Box 1157, Emporia, KS 66801, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to Penfund Capital Fund III Limited Partnership ("*Penfund*"), with its mailing address at Bay Adelaide Centre, 333 Bay Street, Suite 610, Toronto, Ontario M5H 2R2 (Attention: Richard Bradlow) and to its successors and assigns (Penfund together with such successors and assigns being hereinafter referred to as the "*Lender*"), and grants to the Lender a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of the Debtor as set out in that certain Second Lien Security Agreement dated June 3, 2011 (the "*Security Agreement*"), by and among the Debtor, the other debtors from time to time party thereto, and the Lender, as the same may be amended, modified, or restated from time to time.


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate to create a security interest in favor of Lender on an "intent-to-use" trademark as collateral security for the Secured Obligations at any time prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a Statement of Use with the United States Patent and Trademark Office, or otherwise. At any time after the first use thereof, such an application shall cease to be exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

**HOPKINS MANUFACTURING
CORPORATION**

By: 
Name: Bradley T. Kraft
Title: President

[SIGNATURE PAGE -- HOPKINS TRADEMARK COLLATERAL AGREEMENT]

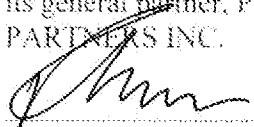
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**TRADEMARK
REEL: 004845 FRAME: 0159**

Accepted and agreed to as of the date and year first above written.

**PENFUND CAPITAL FUND III LIMITED
PARTNERSHIP, as Lender**

By: its general partner, PENFUND CAPITAL
PARTNERS INC.

By: 
Name: Richard Bradlow
Title: Director

[SIGNATURE PAGE -- HOPKINS TRADEMARK COLLATERAL AGREEMENT]

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**TRADEMARK
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SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS

Trademark	Registered Owner	Jurisdiction	Serial Number	Filing Date	Registration Number	Registration Date	Expiration / Renewal Date
Trailer Safe (stylized)	Hopkins Manufacturing Corporation	United States	76578368	3/1/2004	3,272,716	7/31/2007	7/31/2017
Dispos-oil	Hopkins Manufacturing Corporation	United States	78974236	9/14/2006	3,451,480	6/17/2008	6/17/2018
Mess Buster	Hopkins Manufacturing Corporation	United States	77010658	9/29/2006	3,849,231	8/19/2008	8/19/2018
Don't Spoil Your Soil... Recycle Your Oil	Hopkins Manufacturing Corporation	United States	77010688	9/29/2006	3,496,380	9/2/2008	9/2/2018
Hand-e Grip	Hopkins Manufacturing Corporation	United States	77019938	10/12/2006	3,450,079	6/17/2008	6/17/2018
Oil Change Dispos-kit	Hopkins Manufacturing Corporation	United States	77360351	12/27/2007	3,613,368	4/28/2009	4/28/2019
2x4 Basics	Hopkins Manufacturing Corporation	United States	75561918	9/22/1998	2,295,859	11/30/1999	2009 - Then 11/30/2019
Anysize Chair	Hopkins Manufacturing Corporation	United States	76194998	1/16/2001	2,730,874	6/24/2003	6/24/2013
ShelBlinks	Hopkins Manufacturing Corporation	United States	75658885	3/12/1999	2,332,147	3/21/2000	2010 - Then 3/22/2020
Dekmate	Hopkins Manufacturing Corporation	United States	74331403	11/16/1992	1,900,647	6/20/1995	2005 - Then 6/20/2015
Just Add 2x4s	Hopkins Manufacturing Corporation	United States	76235407	4/4/2001	2,581,711	6/18/2002	2012 - Then 6/18/2022
Rhino Logo	Hopkins Manufacturing Corporation	United States	85/164556	10/29/2010			

Trademark	Registered Owner	Jurisdiction	Serial Number	Filing Date	Registration Number	Registration Date	Expiration / Renewal Date
Rhinoramps Stronger Than Steel (stylized)	Hopkins Manufacturing Corporation	United States	74164827	5-8/1991	1,701,818	7/21/1992	2002 - Then 7/21/2012
Rhinoramps	Hopkins Manufacturing Corporation	United States	75220762	1/2/1997	2,134,179	2/3/1998	2008 - Then 2/3/2018
Coretrac	Hopkins Manufacturing Corporation	United States	76698152	6/29/2009	3,743,562	2/2/2010	2/2/2020
Rhinogear	Hopkins Manufacturing Corporation	United States	85366896	7/8/2011			
Rhinoceros Image	Hopkins Manufacturing Corporation	United States	85366914	7/8/2011			
Haul It All	Hopkins Manufacturing Corporation	United States	78770416	12/9/2005	3263018	7/10/2007	7/10/2017
Ice Breaker	Hopkins Manufacturing Corporation	United States	73225109	7/27/1979	1224291	1/18/1983	2003 - Then 1/18/2013
Icebreaker	Hopkins Manufacturing Corporation	United States	73041697	1/14/1975	1022516	10/14/1975	1995 - Then 2005 - Then 10/14/2015
Spraygee	Hopkins Manufacturing Corporation	United States	74197622	8/23/1991	1722012	10/6/1992	2002 - Then 10/6/2012