TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL Confirmatory Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Northern Tool & Equipment Company, Inc.		12/14/2012	CORPORATION: MINNESOTA
Northern Tool & Equipment Catalog Company, Inc.		12/14/2012	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 SOUTH DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 61

Property Type	Number	Word Mark
Serial Number:	85509536	BECAUSE ACCIDENTS HAPPEN
Serial Number:	85029097	CONTINENTAL ABRASIVES
Serial Number:	85686217	DXS-3
Serial Number:	85294342	DOSKO
Serial Number:	77204298	GP GREAT PLAINS MANUFACTURERS | DISTRIBUTORS
Serial Number:	77795508	GRAVEL GEAR
Serial Number:	77491956	GRAVEL GEAR
Serial Number:	85334380	GRAVEL GEAR
Serial Number:	77795482	GRAVEL GEAR
Serial Number:	77795502	GRAVEL GEAR
Serial Number:	76141399	GREAT PLAINS
Serial Number:	85694612	IRON TIMBER

CH $1540.00 85509536

Serial Number:	85736250	IRON TIMBER
Serial Number:	85723046	IRONTON
Serial Number:	77743222	KLUTCH
Serial Number:	85049287	KLUTCH
Serial Number:	85161183	KLUTCH
Serial Number:	85724480	KLUTCH
Serial Number:	77416500	KLUTCH
Serial Number:	77808489	KOTULA'S
Serial Number:	85221327	KOTULA'S THE GUYS WITH THE GOODS
Serial Number:	85788127	LITHIUM XTREME
Serial Number:	85745879	LOAD-QUIP
Serial Number:	76514588	
Serial Number:	78680857	N
Serial Number:	85084735	N NORTH STAR PROVEN PERFORMANCE
Serial Number:	85089916	NORTHSTAR N PROVEN PERFORMANCE
Serial Number:	75904396	NORTH STAR PROVEN PERFORMANCE
Serial Number:	85743554	NORTH STAR PROVEN PERFORMANCE
Serial Number:	85750588	NORTH STAR PROVEN PERFORMANCE
Serial Number:	85754151	NORTH STAR PROVEN PERFORMANCE
Serial Number:	85755348	NORTH STAR PROVEN PERFORMANCE
Serial Number:	85756210	NORTH STAR PROVEN PERFORMANCE
Serial Number:	76040724	NORTHERN
Serial Number:	77361308	NORTHERN INDUSTRIAL
Serial Number:	78153322	NORTHERN INDUSTRIAL TOOLS
Serial Number:	78251520	NORTHERN TOOL & EQUIPMENT
Serial Number:	75903921	NORTHSTAR
Serial Number:	77082391	NORTH STAR PROVEN PERFORMANCE
Serial Number:	75905864	NORTRAC
Serial Number:	77716575	NORTRAC
Serial Number:	75916198	NORTRAC
Serial Number:	85573521	NORTRAC
Serial Number:	77841261	NPOWER
Serial Number:	85561944	NSQ SERIES
Serial Number:	78472098	NT NORTHERN TOOL + EQUIPMENT
Serial Number:	77405326	POWERHORSE

	77823699	ROUGHNECK
Serial Number:	85159283	ROUGHNECK
Serial Number:	85180898	ROUGHNECK
Serial Number:	85765873	ROUGHNECK
Serial Number:	73296183	ROUGHNECK
Serial Number:	78521502	ROUGHNECK
Serial Number:	85733745	SHF SERIES
Serial Number:	77605887	SNACK SHACK
Serial Number:	85293881	SNACK SHACK
Serial Number:	77714667	ULTRATOW
Serial Number:	85159321	ULTRA-TOW
Serial Number:	85622053	ULTRA-TOW
Serial Number:	78192055	WEL-BILT
Serial Number:	85198167	XRP

CORRESPONDENCE DATA

Fax Number: 2149813400

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

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 717 N. Harwood St., Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-38800
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	12/21/2012

Total Attachments: 15

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EXECUTION COPY

ABL CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS ABL CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Confirmatory Grant of Security Interest") is made effective as of December 14, 2012 by and from Northern Tool & Equipment Company, Inc., a Minnesota corporation, and Northern Tool & Equipment Catalog Company, Inc., a Minnesota corporation (each a "Grantor" and collectively, the "Grantors"), to and in favor of JPMORGAN CHASE BANK, N.A. for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, the Grantors, the other Loan Parties, the Grantee and the Lenders have entered into a Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantors will guarantee the repayment of the Secured Obligations pursuant to Article X of the Credit Agreement (the "Guaranty").

WHEREAS, the Grantors and each other person that becomes a "Grantor" pursuant to Section 8.21 thereof, have entered into an ABL Pledge and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantors own the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant of Security Interest is executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant of Security Interest is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of each Loan Guarantor under the Guaranty. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and

TRADEMARK
REEL: 004925 FRAME: 0297

deliver to each Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant of Security Interest.

(b) Each Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of each respective Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (1) its trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the Trademarks and the goodwill of the business symbolized by the foregoing; (2) all licenses of the foregoing, whether as licensee or licensor; (3) all renewals of the foregoing; (4) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; and (5) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing.

3) Governing Law. **THIS CONFIRMATORY GRANT OF SECURITY INTEREST SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

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TRADEMARK
REEL: 004925 FRAME: 0298

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

NORTHERN TOOL & EQUIPMENT COMPANY, INC.

By:_____
Name: Tom Erickson
Title: Chief Financial Officer

NORTHERN TOOL & EQUIPMENT CATALOG COMPANY, INC.

By:_____
Name: Tom Erickson
Title: Chief Financial Officer

Signature Page for
ABL Confirmatory Grant of Security Interest in United States Trademarks
(Northern Tool & Equipment Company, Inc. and
Northern Tool & Equipment Catalog Company, Inc.)

ABL CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

[Attached]

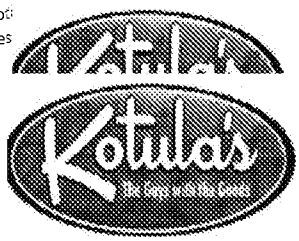
NORTHERN TOOL US TRADEMARKS

MARK	COUNTRY	STATUS	APPLICATION #	CLASS
Airquake	European Union	Registered	6956957	7
Airquake	European Union	Registered	6956957	8
Airquake	European Union	Registered	6956957	11
Because Accidents Happen	United States	Registered	85/509,536	36
Continental Abrasives & Design	United States	Registered	85/029,097	7
DXS-3	United States	Allowed	85/686,217	7
Dosko	United States	Registered	85/294,342	7
Dosko	Australia	Registered	1444674	7
Dosko	Canada	Pending	1540859	
Dosko	European Union	Registered	10216315	7
GP Great Plains Manufacturers Distributors & Design	United States	Registered	77/204,298	35
Gorilla Bar	Canada	Registered	1089401	
Gorilla Bar	Mexico	Registered	422341	8
Gravel Gear	United States	Registered	77/795,508	25
Gravel Gear	Canada	Allowed	1494986	
Gravel Gear	United States	Registered	77/491,956	25
Gravel Gear	European Union	Registered	7362049	9
Gravel Gear	European Union	Registered	7362049	18
Gravel Gear	European Union	Registered	7362049	25
Gravel Gear (Gloves)	United States	Registered	85/334,380	25
Gravel Gear & Design (new horizontal)	United States	Registered	77/795,482	25
Gravel Gear & Design (new horizontal)	European Union	Registered	10718336	25
Gravel Gear & Design (vertical)	United States	Allowed	77/795,502	25
Gravel Gear & Design (vertical)	European Union	Registered	10723211	25

Great Plains	United States	Registered	76/141,399	35
Iron Timber	United States	Pending	85/694,612	6
Iron Timber	United States	Pending	85/694,612	7
Iron Timber	United States	Pending	85/694,612	8
Iron Timber	United States	Pending	85/694,612	9
Iron Timber	United States	Pending	85/694,612	12
Iron Timber	United States	Pending	85/694,612	20
Iron Timber	United States	Pending	85/694,612	24
Iron Timber (Expansion)	United States	Pending	85/736,250	4
Iron Timber (Expansion)	United States	Pending	85/736,250	9
Ironton	United States	Pending	85/723,046	6
Ironton	United States	Pending	85/723,046	7
Ironton	United States	Pending	85/723,046	8
Ironton	United States	Pending	85/723,046	9
Ironton	United States	Pending	85/723,046	11
Ironton	United States	Pending	85/723,046	12
Ironton	United States	Pending	85/723,046	16
Ironton	United States	Pending	85/723,046	17
Ironton	United States	Pending	85/723,046	20
Ironton	United States	Pending	85/723,046	21
Ironton	United States	Pending	85/723,046	22
Ironton	United States	Pending	85/723,046	25
Klutch	Canada	Registered	1446045	
Klutch	European Union	Registered	8447559	6
Klutch	European Union	Registered	8447559	12
Klutch	European Union	Registered	8447559	20
Klutch	United States	Registered	77/743,222	7
Klutch	United States	Registered	77/743,222	8
Klutch	United States	Registered	77/743,222	20

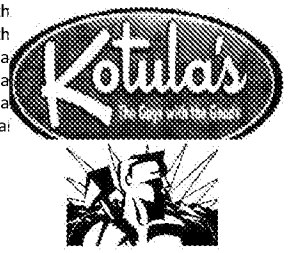
NORTHERN TOOL US TRADEMARKS

Klutch	United States	Registered	85/049,287	7
Klutch	United States	Registered	85/049,287	8
Klutch	European Union	Registered	9496001	7
Klutch	European Union	Registered	9496002	8
Klutch	Australia	Registered	85/049,287	7
Klutch	Australia	Registered	85/049,287	8
Klutch	United States	Registered	85/161,183	11
Klutch	Canada	Registered	1511341	
Klutch	United States	Pending	85/724,480	9
Klutch	United States	Registered	77/416,500	8
Klutch	Canada	Registered	1397600	
Klutch	European Union	Registered	6957311	7
Klutch	European Union	Registered	6957311	8
Klutch	European Union	Registered	6957311	11
Kotula's	United States	Registered	77/808,489	35
Kotula's The Guys with the Goods (& Design)	United States	Registered	85/221,327	35
Ko	Canada	Allowed	1522587	
Des				



Kotula's The Guys with the Goods (& Design)	European Union	Registered	9873472	35

Kotula's The Guys with the Goods (& Design)	Australia	Registered	1522587	35
Lith	United States	Pending	85/788,127	7
Lith	United States	Pending	85/788,127	9
Loa	United States	Pending	85/745,879	7
Loa	United States	Pending	85/745,879	8
Loa	United States	Pending	85/745,879	20
Ma	United States	Registered	76/514,588	8



NORTHERN TOOL US TRADEMARKS

Manhandle	European Union	Registered	6957526	7
Manhandle	European Union	Registered	6957526	11
N	European Union	Registered	1774520	35
N & Star Design	United States	Registered	78/680,857	7
N & Star Design	European Union	Registered	4783387	7
N & Star Design	European Union	Registered	4783387	8
N & Star Design	European Union	Registered	4783387	35
N North Star Proven Performance (& Design)	United States	Allowed	85/084,735	7
N	United States	Allowed	85/084,735	20
D				
N North Star Proven Performance (& Design)	Canada	Allowed	1502421	
N	Canada	Allowed	1502421	
D				
N North Star Proven Performance (& Design)	European Union	Registered	9495904	7
	Australia	Registered	1392714	7
	European Union	Registered	1738970	6
D				
N Northern Tool & Equipment Co. (& Design)	European Union	Registered	1738970	7
N	European Union	Registered	1738970	8
D				
N Northern Tool & Equipment Co. (& Design)	European Union	Registered	1738970	19

N Northern Tool & Equipment Co. (& Design)	European Union	Registered	1738970	35
N North Star Proven Performance (& Design) (sprayers)	United States	Registered	85/089,916	7
North Star Proven Performance (Stylized)	United States	Registered	75/904,396	7
North Star Proven Performance (Stylized)	European Union	Registered	1739028	7
North Star Proven Performance (Stylized)	European Union	Registered	1739028	9
North Star Proven Performance (Stylized)	United Kingdom	Registered	2218678	7
Nor ized)	United Kingdom	Registered	2218678	9
Nor	United States	Pending	85/743,554	7
Nor	United States	Pending	85/743,554	20
Nor ne)	United States	Pending	85/750,588	7
Nor ne)	United States	Pending	85/750,588	20
North Star Proven Performance (3 line)	United States	Pending	85/754,151	7
North Star Proven Performance (3 line)	United States	Pending	85/754,151	20
North Star Proven Performance (2 line reverse)	United States	Pending	85/755,348	7
North Star Proven Performance (2 line reverse)	United States	Pending	85/755,348	20
North Star Proven Performance (3 line reverse)	United States	Pending	85/756,210	7
North Star Proven Performance (3 line reverse)	United States	Pending	85/756,210	20
Northern	United Kingdom	Registered	2218684	3
Northern	United Kingdom	Registered	2218684	4
Northern	United Kingdom	Registered	2218684	5
Northern	United Kingdom	Registered	2218684	6
Northern	United Kingdom	Registered	2218684	7
Northern	United Kingdom	Registered	2218684	8
Northern	United Kingdom	Registered	2218684	9
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Northern	United Kingdom	Registered	2218684	12
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Northern	United Kingdom	Registered	2218684	17
Northern	United Kingdom	Registered	2218684	18
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Northern	United Kingdom	Registered	2218684	21

Northern	United Kingdom	Registered	2218684	22
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Northern	United Kingdom	Registered	2218684	27
Northern	United Kingdom	Registered	2218684	28
Northern	European Union	Registered	1739796	3
Northern	European Union	Registered	1739796	4
Northern	European Union	Registered	1739796	5
Northern	European Union	Registered	1739796	6
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Northern	European Union	Registered	1739796	27
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Northern	European Union	Registered	1739796	35
Northern	United States	Registered	76/040,724	35
Northern	European Union	Registered	1740273	35
Northern	United Kingdom	Registered	2218696	35
Northern Industrial	United States	Registered	77/361,308	11
Northern Industrial	European Union	Registered	6935613	7
Northern Industrial	European Union	Registered	6935613	8
Northern Industrial	European Union	Registered	6935613	11
Northern Industrial Tools	United States	Registered	78/153,322	7
Northern Industrial Tools	United States	Registered	78/153,322	8

Northern Industrial Tools (& Design)	European Union	Registered	1739408	7

Northern Industrial Tools (& Design)	European Union	Registered	1739408	8

Northern Industrial Tools (& Design)	European Union	Registered	1739408	12

Northern Tool & Equipment	United States	Registered	78/251,520	35
Northern Tool & Equipment Co. & Design	Canada	Registered	553948	

Northern Tool & Equipment Co. & Design	Canada	Registered	553950	

Northern Tool & Equipment	Australia	Registered	1333868	35

Northstar	United States	Registered	75/903,921	7
Northstar	Australia	Registered	1333868	7
Northstar Proven Performance & Design	United States	Registered	77/082,391	7

Nort	ign	European Union	Registered	5839782	7
Northstar Proven Performance & Design		European Union	Registered	5839782	8
Northstar Proven Performance & Design		European Union	Registered	5839782	9
Northstar Proven Performance & Design		European Union	Registered	5839782	11
Northstar Proven Performance & Design		European Union	Registered	5839782	12
Northstar Proven Performance & Design		European Union	Registered	5839782	16

Northstar Proven Performance & Design	European Union	Registered	5839782	28

Northstar Proven Performance & Design	European Union	Registered	5839782	35

Nortrac	United States	Registered	75/905,864	12
Nortrac	United States	Registered	77/716,575	7
Nortrac	Canada	Registered	1442258	7
Nortrac	European Union	Registered	8359465	7
Nortrac	European Union	Registered	8359465	8
Nortrac	European Union	Registered	8359465	12
Nortrac & Design	United States	Registered	75/916,198	12

Nortrac (HPP)	United States	Allowed	85/573,521	7
NPower	United States	Pending	77/841,261	6
NPower	United States	Pending	77/841,261	7
NPower	United States	Pending	77/841,261	9
NPower	United States	Pending	77/841,261	11
NPower	United States	Pending	77/841,261	17
NSQ Series	United States	Allowed	85/561,944	7
NSQ Series	Canada	Pending	1586537	
NSQ Series	European Union	Pending	11055101	7
NSQ Series	Australia	Registered	01/502,808	7

NT Northern Tool + Equipment & Design	United States	Registered	78/472,098	35

NT Northern Tool + Equipment & Design	European Union	Registered	4119475	7
NT Northern Tool + Equipment & Design	European Union	Registered	4119475	8
NT Northern Tool + Equipment & Design	European Union	Registered	4119475	35

Powerhorse	United States	Registered	77/405,326	7
Powerhorse	Canada	Registered	1397602	

Powerhorse	European Union	Registered	6957229	7
Powerhorse	Australia	Registered	1333867	7
Roughneck	Canada	Registered	1443651	
Roughneck	Canada	Registered	729237	
Roughneck	United States	Registered	77/823,699	7
Roughneck	United States	Registered	77/823,699	8
Roughneck	United States	Registered	77/823,699	9
Roughneck	United States	Registered	77/823,699	12
Roughneck	Canada	Registered	1455685	
Roughneck	United States	Registered	85/159,283	6
Roughneck	United States	Registered	85/180,898	6
Roughneck	Canada	Registered	1511344	
Roughneck	United States	Pending	85/765,783	22
Roughneck	United States	Registered	73/296,183	8
Roughneck	United States	Registered	78/521,502	8
SHF Series	United States	Pending	85/733,745	7
Snack Shack	United States	Registered	77/605,887	30
Snack Shack (Additions)	United States	Registered	85/293,881	30
Ultratow	United States	Allowed	77/714/667	6
Ultratow	United States	Allowed	77/714/667	8
Ultratow	United States	Allowed	77/714/667	12
Ultratow	Canada	Pending	1442257	
Ultratow	European Union	Registered	8359531	7
Ultratow	European Union	Registered	8359531	8
Ultratow	European Union	Registered	8359531	12
Ultra-tow	United States	Registered	85/159,321	11
Ultra-tow	United States	Pending	85622053	7
Ultra-tow	United States	Pending	85622053	8
Ultra-tow	Canada	Registered	1511339	
Wel-Bilt	United States	Registered	78/192,055	7
Wel-Bilt	United States	Registered	78/192,055	8
Wel-Bilt	United States	Registered	78/192,055	18
XRP	United States	Registered	85/198,167	9