

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northern Tool & Equipment Company, Inc.		12/27/2013	CORPORATION:
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: 10			
Property Type	Number	Word Mark	
Serial Number:	85943714	ROUGHNECK	
Serial Number:	85942497	ROUGHNECK	
Serial Number:	85931259	ROUGHNECK	
Serial Number:	85913358	TITANIUM	
Serial Number:	85891616	NORTH STAR PROVEN PERFORMANCE	
Registration Number:	4421946	POWERHORSE	
Registration Number:	4418656	DOSKO	
Serial Number:	85876227	IRON TIMBER	
Serial Number:	85798558	LOAD-QUIP	
Serial Number:	85743554	NORTH STAR PROVEN PERFORMANCE	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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*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:	12/31/2013

**Total Attachments: 5**

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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS 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 27, 2013 by and from Northern Tool & Equipment Company, Inc., a Minnesota corporation (the "Grantor"), 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 Grantor, the other Loan Parties, the Grantee and the Lenders have entered into an Amended and Restated 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 Grantor will guarantee the repayment of the Secured Obligations pursuant to Article X of the Credit Agreement (the "Guaranty").

WHEREAS, the Grantor has entered into an Amended and Restated 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 Grantor owns 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 deliver to the 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.

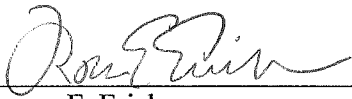
(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (1) its trademarks (including service marks), trade names, trade styles, 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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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: Thomas E. Erickson  
Title: EVP & CFO

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

**TRADEMARK**  
**REEL: 005183 FRAME: 0918**

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

[Attached]

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	STATUS
ROUGHNECK <i>and Design</i> 	85943714	5/28/2013			PENDING
ROUGHNECK <i>and Design</i> 	85942497	5/24/2013			PENDING
ROUGHNECK	85931259	5/14/2013			PENDING
TITANIUM	85913358	4/24/2013			PENDING
NORTH STAR PROVEN PERFORMANCE	85891616	4/1/2013			PENDING
POWERHORSE	85883555	3/22/2013	4421946	10/22/2013	REGISTERED
DOSKO	85882514	3/21/2013	4418656	10/15/2013	REGISTERED
IRON TIMBER <i>and Design</i> 	85876227	3/14/2013			PENDING
LOAD-QUIP <i>and Design</i> 	85798558	12/10/2012			PENDING
NORTH STAR PROVEN PERFORMANCE	85743554	10/2/2012			PUBLISHED