

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
INDUSTRIAL AIR TOOL, L.P., L.L.P.		01/28/2014	LIMITED LIABILITY PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Brightwood Capital Administrative Services		
Street Address:	1540 Broadway, 23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2233465	INDUSTRIAL AIR TOOL	
CORRESPONDENCE DATA			
Fax Number:	2026638007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2026638000		
Email:	dctm@pillsburylaw.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	2300 N Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	35575-14		
NAME OF SUBMITTER:	Patrick J. Jennings		
Signature:	/Pat Jennings/		

Date:

01/29/2014

Total Attachments: 4

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MEMORANDUM OF SECURITY INTEREST IN TRADEMARKS

United States Department of Commerce
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Ladies and Gentlemen:

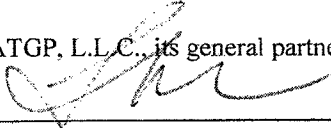
Pursuant to the Second Lien Security Agreement, dated as of January 28, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), INDUSTRIAL AIR TOOL L.P., L.L.P., a Texas limited liability partnership (the "Assignor"), has granted to BRIGHTWOOD CAPITAL ADMINISTRATIVE SERVICES, LLC, as administrative agent for certain lenders, as Assignee (the "Assignee") a continuing security interest in, and a continuing lien upon, the Trademarks (as such term is defined in the Security Agreement) including the trademarks listed on the annexed Exhibit A, and all applications, registrations, renewals and proceeds (including accounts receivable and royalties) thereof (the "Trademarks"), together with the goodwill of the business connected with the use of and symbolized by the Trademarks. The Assignee's security interest in the Trademarks can only be terminated in accordance with the terms of the Security Agreement.

Dated: January 28, 2014

Very truly yours,

INDUSTRIAL AIR TOOL L.P., L.L.P.

By: IATGP, L.L.C., its general partner

By:  _____

Name: Timothy Gadus

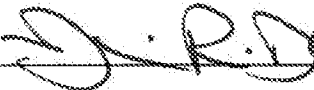
Title: Chief Financial Officer, Vice President and
Secretary

PROWLER ACQUISITION CORP.
TRADEMARK NOTICE (SECOND LIEN)

TRADEMARK
REEL: 005203 FRAME: 0533

ACKNOWLEDGED BY:

BRIGHTWOOD CAPITAL ADMINISTRATIVE SERVICES, LLC,
as Assignee

By: 
Name: _____
Title: _____


By: 
Name: _____
Title: _____

Exhibit A

**Industrial Air Tool, L.P., L.L.P.
(Texas Limited Liability Partnership)**

U.S. Trademark

Registered Mark

Mark	Reg. No.	Reg. Date
INDUSTRIAL AIR TOOL and Design	2233465	03/23/99