TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315777

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MAT Industries, LLC		08/22/2014	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	10 South Wacker Drive, 16th Floor
Internal Address:	MAC N8405-163
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1480485	PRO-FORCE
Registration Number:	3648787	PROFORCE
Registration Number:	3408956	COOL TOOLS TAKING AIR POWER TO THE NEXT
Registration Number:	2660897	INVECTOR
Registration Number:	2703253	POWERBENCH
Registration Number:	1478299	SANBORN
Registration Number:	2410319	TOPS
Registration Number:	1481391	MAGNA FORCE
Registration Number:	3741353	SANBORN
Registration Number:	2010643	POWERMATE
Registration Number:	2078849	EX-CELL
Registration Number:	2162941	EX-CELL
Registration Number:	2457496	EX-CELL
Registration Number:	2269765	MONSOON
Registration Number:	2687466	POWERMATE
Registration Number:	3309433	EXCELL
Registration Number:	3360599	IC2
Registration Number:	3886843	POWERMATE

CH $615.00 1480485

Property Type	Number	Word Mark
Registration Number:	2652972	DUALPOWER
Registration Number:	2679021	WIDE TRACK
Registration Number:	3932154	MONSOON
Serial Number:	85191126	EXCELL
Serial Number:	78366715	PROFORCE
Serial Number:	77586494	MAGNA FORCE

CORRESPONDENCE DATA

Fax Number:

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

Email: rebecca.lederhouse@bakermckenzie.com, colleen.brennan@bakermckenzie.com

Correspondent Name: Rebecca Lederhouse

Address Line 1: 300 East Randolph Street, Suite 5000

Address Line 2: Baker & McKenzie LLP

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	22255349-000001
NAME OF SUBMITTER:	Rebecca Lederhouse
SIGNATURE:	/rebecca lederhouse/
DATE SIGNED:	09/02/2014

Total Attachments: 8

source=Amended_and_Restated_Trademark_Security_Agreement_(MAT_Industries)#page1.tif
source=Amended_and_Restated_Trademark_Security_Agreement_(MAT_Industries)#page2.tif
source=Amended_and_Restated_Trademark_Security_Agreement_(MAT_Industries)#page3.tif
source=Amended_and_Restated_Trademark_Security_Agreement_(MAT_Industries)#page4.tif
source=Amended_and_Restated_Trademark_Security_Agreement_(MAT_Industries)#page5.tif
source=Amended_and_Restated_Trademark_Security_Agreement_(MAT_Industries)#page6.tif
source=Amended_and_Restated_Trademark_Security_Agreement_(MAT_Industries)#page7.tif
source=Amended_and_Restated_Trademark_Security_Agreement_(MAT_Industries)#page8.tif

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement, dated as of August 22, 2014 (this "Trademark Security Agreement"), is entered into by MAT Industries, LLC, an Illinois limited liability company, in favor of Wells Fargo Bank, National Association, as Collateral Agent (as defined in the Collateral Agreement (defined below)).

WHEREAS, MAT Industries, LLC, an Illinois limited liability company located at 6700 Wildlife Way, Long Grove, Illinois 60047 (herein referred to as the "Lien Grantor"), owns the Trademark Collateral (as defined below);

WHEREAS, MAT Holdings, Inc., an Illinois corporation (the "Borrower"), the Lenders party thereto, and Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and Issuing Lender, are parties to that certain Amended and Restated Credit Agreement dated as of September 9, 2011, as amended and restated December 10, 2012 (as amended through the date hereof and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to (i) that certain Collateral Agreement, dated as of September 9, 2011 (as amended, modified or supplemented from time to time prior to the date hereof, the "Original Collateral Agreement"), among the Borrower, the Lien Grantor, the other Grantors party thereto and Wells Fargo Bank, National Association, in its capacity as Administrative Agent (and any successor or assign thereof, the "Administrative Agent") for the Secured Parties referred to therein, and (ii) certain other Security Documents (as defined in the Credit Agreement) (including this Trademark Security Agreement), the Lien Grantor has guaranteed the Secured Obligations (as defined in the Credit Agreement) and secured the Secured Obligations by granting to the Administrative Agent for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Lien Grantor has previously entered into that certain Trademark Security Agreement dated as of September 9, 2011 and recorded with the United States Patent and Trademark Office on December 15, 2011 under recordation number 900209738 and reel and frame numbers 4680 and 0245 respectively (the "Original Trademark Security Agreement"), in favor of the Administrative Agent granting to the Administrative Agent for the benefit of the Secured Parties referred to in the Original Collateral Agreement a continuing security interest in the Trademark Collateral;

WHEREAS, concurrently herewith the Borrower is entering into that certain Note Purchase and Private Shelf Agreement of even date herewith, among the Borrower, Prudential Investment Management, Inc., the Initial Purchasers (as defined therein) and the other Prudential Affiliates (as defined therein) which may become a party thereto (the "Note Purchase Agreement") pursuant to which the Initial Purchasers have agreed to purchase certain Notes of the Borrower and certain Noteholders may from time to time hereafter purchase one or more additional series of Notes of the Borrower;

TRADEMARK
REEL: 005355 FRAME: 0297

WHEREAS, the parties to the Original Collateral Agreement desire to amend and restate the Original Collateral Agreement and have as of the date hereof entered into that certain Amended and Restated Collateral Agreement (the "Collateral Agreement;" capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to or used for such terms in the Collateral Agreement) in favor of Wells Fargo Bank, National Association, as Collateral Agent (including its successors and assigns in such capacity, the "Grantee") for the benefit of the Secured Parties (as defined in the Collateral Agreement) to, among other things, assign the security interest of the Administrative Agent to the Collateral Agent and include the Obligations (as defined in the Note Purchase Agreement) among the indebtedness secured pursuant to the Collateral Agreement; and

WHEREAS, to give effect to effect to the foregoing transactions, the parties hereto desire to amend and restate the Original Trademark Security Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor hereby assigns and transfers to the Grantee, and hereby grants to the Grantee, for the ratable benefit of the Secured Parties, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Collateral Agreement), a security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

each Trademark (as defined in the Collateral Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

all rights, priorities and privileges relating to the foregoing and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom, all reissues, divisions, continuations, renewals, reexaminations, extensions, continuations-in-part of the foregoing, all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including without limitation payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and all rights corresponding thereto throughout the world;

provided that the Trademark Collateral shall not include any Excluded Assets (as defined in the Collateral Agreement).

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time,

TRADEMARK
REEL: 005355 FRAME: 0298

in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted under the terms of the Collateral Agreement, the Credit Agreement and the Note Purchase Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Collateral Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement shall be governed by, construed and enforced in accordance with, the law of the State of Illinois, without reference to conflicts or choice of law principles thereof.

The Lien Grantor hereby irrevocably and unconditionally, for itself and its property:

(a) submits to the nonexclusive jurisdiction of the courts of the State of Illinois sitting in Cook County and of the United States District Court of the Northern District of Illinois, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Trademark Security Agreement or any other Loan Document or Note Document, or for recognition or enforcement of any judgment, and the Lien Grantor irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Illinois state court or, to the fullest extent permitted by Applicable Law (as defined in the Credit Agreement as in effect on the date hereof), in such Federal court;

(b) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law, and further agrees that nothing in this Trademark Security Agreement or in any other Loan Document or Note Document shall affect any right that any Secured Party may otherwise have to bring any action or proceeding relating to this Trademark Security Agreement or any other Loan Document or Note Document against the Lien Grantor or any of its properties in the courts of any jurisdiction consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Trademark Security Agreement or any other Loan Document or Note Document

TRADEMARK
REEL: 005355 FRAME: 0299

in any court referred to in paragraph (b) above; and the Lien Grantor hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court; and

(d) consents to service of process in the manner provided for notices in Section 7.3(d) of the Collateral Agreement (it being understood that nothing in this Trademark Security Agreement will affect the right of any Secured Party to serve process in any other manner permitted by Applicable Law).

This Trademark Security Agreement amends and restates all of the terms and conditions of the Original Trademark Security Agreement and nothing contained herein shall be construed as a novation thereof.

Pursuant to the terms of the Intercreditor Agreement, the Administrative Agent hereby assigns its security interest granted to it under the Original Trademark Security Agreement, to the Collateral Agent, in accordance with the terms of this Agreement and the Collateral Agreement. The Lien Grantor hereby acknowledges and agrees to such assignment.

(Remainder of page intentionally left blank)

TRADEMARK
REEL: 005355 FRAME: 0300

IN WITNESS WHEREOF, the Lien Grantor has caused this Amended and Restated Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

MAT INDUSTRIES, LLC

By: _____
Name: George Ruhl
Title: Manager

Acknowledged:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent and Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Lien Grantor has caused this Amended and Restated Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

MAT INDUSTRIES, LLC

By: _____
Name:
Title:

Acknowledged:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent and Collateral Agent

By: Rosalie C. Hawley
Name: Rosalie C. Hawley
Title: Vice President

Schedule 1
to Trademark
Security Agreement

MAT INDUSTRIES, LLC

U.S. TRADEMARK REGISTRATIONS

REG./SERIAL NO.	MARK	ISSUE/ FILING DATE
1,480,485 73/676,573	PRO-FORCE	3/15/2008 8/3/1987
3,648,787 78/366,701	PROFORCE	6/30/2009 2/12/2004
3,408,956 78/322,883	COOL TOOLS - TAKING AIR POWER TO THE NEXT LEVEL	4/8/2008 11/4/2003
2,660,897 78/081,207	INVECTOR	12/10/2002 8/27/2001
2,703,253 78/078,409	POWERBENCH	4/1/2003 8/9/2001
1,478,299 73/633,613	SANBORN	3/1/2003 12/4/1986
2,410,319 75/767,609	TOPS	12/5/2000
1,481,391 73/676,572	MAGNA FORCE	3/22/2008 8/3/1987
3,741,353 77/695,909	SANBORN	1/19/2010
2,010,643	POWERMATE	10/22/2006
2,078,849	EX- CELL	7/15/1997
2,162,941	EX-CELL	6/2/1998
2,457,496	EX-CELL	6/5/2001
2,269,765	MONSOON	8/10/1999
2,687,466	POWERMATE	2/11/2003
3,309,433	EXCELL	10/9/2007
3,360,599	IC2	12/25/2007

REG./SERIAL NO.	MARK	ISSUE/ FILING DATE
3,886,843	POWERMATE	12/7/2010
2,652,972	DUALPOWER	11/19/2002
2,679,021	WIDE TRACK	1/21/2003

U.S. TRADEMARK APPLICATIONS

REG./SERIAL NO.	MARK	ISSUE/ FILING DATE
85/191,126	EXCELL	12/6/2010
78/366,715	PROFORCE	12/2/2004
85/849,831	SANBORN	2/14/2013
85/935,540	GABRIEL CHASSIS	5/17/2013
77/878,559	MONSOON	11/23/09
77/586,494	MAGNA FORCE	10/6/2008

TRADEMARK LICENSES

None.