# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM337583

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Stride Tool Inc.		04/07/2015	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	AloStar Bank of Commerce		
Street Address:	3630 Peachtree Road NE		
Internal Address:	Suite 1050		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	state banking institution: ALABAMA		

#### **PROPERTY NUMBERS Total: 40**

Property Type	Number	Word Mark
Registration Number:	0816955	"IMP"
Registration Number:	1294042	AIRSERCO
Registration Number:	0336864	I
Registration Number:	2774563	
Registration Number:	0323212	I
Registration Number:	0336865	I
Serial Number:	86486481	I
Serial Number:	76382537	
Registration Number:	0543322	HI-DUTY
Registration Number:	0266327	HI-DUTY
Serial Number:	86470237	ICONNECT
Serial Number:	86528499	ICONNECT
Registration Number:	2318342	IMPERIAL
Registration Number:	0336012	IMPERIAL
Registration Number:	3443614	IMPERIAL
Registration Number:	0336866	IMPERIAL
Registration Number:	0668214	IMPERIAL
Serial Number:	86486243	IMPERIAL

TRADEMARK

900321039 REEL: 005494 FRAME: 0151

Property Type	Number	Word Mark		
Registration Number:	1616729	IMPERIAL EASTMAN		
Registration Number:	1365190	IMPERIAL EASTMAN		
Registration Number:	1037738	KWIK CHARGE		
Registration Number:	0739959	KWIK-TITE		
Registration Number:	0826391	MILBAR		
Registration Number:	1147072	MILBAR		
Registration Number:	3950403	POLARSHIELD		
Registration Number:	2322329	QTR-TURN		
Registration Number:	4114748	SAFETYTWIST		
Registration Number:	3954042	S STRIDE TOOL		
Serial Number:	86463982	TIGERWAVE		
Serial Number:	86289375	VERIFI BY IMPERIAL		
Serial Number:	86289425	VERIFI BY IMPERIAL VERIFICATION IN FIELD		
Serial Number:	86289343	VERIFICATION IN FIELD		
Serial Number:	85671820	BLACKBELT TOOLS		
Serial Number:	85110429	DEPENDABLE UNDER PRESSURE		
Serial Number:	85599999	FIERYCHILL		
Serial Number:	86253354	I IMANIFOLD		
Serial Number:	76292573	IMPERIAL		
Serial Number:	85196132	STRIDE TOOL		
Serial Number:	74379474	STRIDE TOOL		
Registration Number:	2805936			

#### **CORRESPONDENCE DATA**

**Fax Number:** 4045228409

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.

**Phone:** 404-420-5527 **Email:** rjk@phrd.com

Correspondent Name: Rhonda J. Kenyeri, Paralegal -- PHR&D

Address Line 1: 285 Peachtree Center Avenue

Address Line 2: Suite 1500

Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	5146-69
NAME OF SUBMITTER:	Bobbi Accord Noland
SIGNATURE:	/ban/
DATE SIGNED:	04/07/2015

**Total Attachments: 15** 

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#### TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "<u>Agreement</u>") is made this 7th day of April, 2015, between **ALOSTAR BANK OF COMMERCE**, a state banking institution incorporated or otherwise organized under the laws of the State of Alabama, having an office at 3630 Peachtree Road, NE, Suite 1050, Atlanta, Georgia 30326 (together with its successors and assigns, "<u>Lender</u>"), and **STRIDE TOOL INC.**, a Delaware corporation having its principal place of business at 30333 Emerald Valley Parkway, Glenwillow, Ohio 44139 ("<u>Company</u>").

#### Recitals:

Company desires to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated the date hereof, (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and among Company, each of its Subsidiaries from time to time party thereto and Lender.

Lender is willing to make loans and other financial accommodations to Company from time to time, pursuant to the terms of the Loan Agreement, provided that Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Lender as follows:

- 1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined herein, shall have the meanings ascribed to them in the Loan Agreement.
- 2. To secure the prompt payment and performance of all of the Obligations, Company hereby grants, assigns and pledges to Lender a continuing security interest in and Lien upon all of the following property of Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), collectively, the "Trademarks");
  - (b) the goodwill of Company's business connected with and symbolized by the Trademarks; and
    - (c) all proceeds of the foregoing.
  - 3. Company represents and warrants to Lender that:

- (a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;
- (b) This Agreement is intended to create a legal and valid Lien upon and security interest in the Trademark Collateral, enforceable against Company in accordance with its terms;
- (c) Company has no knowledge of any claim having been made that the use of any of the Trademarks does or may violate the rights of any Person;
- (d) Company has the unqualified right to enter into this Agreement and perform its terms;
  - (e) Each of the Trademarks is valid and enforceable; and
- (f) Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to Section 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Company not to sue third Persons, except Permitted Liens.
- 4. Company covenants and agrees with Lender that:
- (a) Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will, upon Lender's request, provide Lender quarterly with a certificate to that effect in the form attached hereto as <a href="Exhibit B">Exhibit B</a> executed by an officer of Company;
- (b) Company will not change the quality of the products associated with the Trademarks without Lender's prior written consent; and
- (c) Except for Trademarks abandoned by Company in the Ordinary Course of Business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.
- 5. Company hereby grants to Lender and its employees and agents the visitation, audit, and inspection rights with respect to Company and the Trademark Collateral as set forth in the Loan Agreement.
- 6. Until Full Payment of all of the Obligations, Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of Company in the regular and ordinary course of Company's business as presently conducted and for reasonable and customary

compensation, and shall not become a party to any agreement with any Person that is inconsistent with Company's obligations under this Agreement.

- 7. If, before Full Payment of all of the Obligations, Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of Section 2 hereof shall automatically apply thereto, and Company shall give to Lender prompt notice thereof in writing.
- 8. Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under Section 2 or Section 7 hereof.
- 9. At any time that an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under applicable law. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without notice (except as described in the next sentence, if required by applicable law), or demand whatsoever to Company, each of which Company hereby expressly waives, collect directly any payments due Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. Company hereby agrees that ten (10) days written notice to Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of Company, which right Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of all of the Obligations shall be paid over to Company. If any deficiency shall arise, Company and each Guarantor of the Obligations shall remain jointly and severally liable therefor.
- 10. Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse Company's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations.
- 11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in

any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Company (it being the intent of the Company and Lender that Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender in its sole discretion, shall be reimbursed by Company **on demand** by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Governing Rate.

- 12. Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Lender in writing of material infringements detected. Company shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of all of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the Ordinary Course of Business or, during the existence of an Event of Default or a Default, promptly upon Lender's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by Company. Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Lender, unless Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.
- 13. Notwithstanding anything to the contrary contained in Section 12 hereof, at any time that an Event of Default exists, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, or defense, and Company shall promptly, **upon demand,** reimburse and indemnify Lender for all reasonable costs and expenses incurred in the exercise of Lender's rights under this Section 13.
- 14. If Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Lender may discharge such obligations in Company's name or in Lender's name, in Lender's sole discretion, but at Company's expense, and Company agrees to reimburse Lender in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.
- 15. No course of dealing between Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

- 16. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.
- 17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 8 hereof.
- 19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of Company. Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender.
  - 20. Company hereby waives notice of Lender's acceptance hereof.
- 21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.
- 22. To the fullest extent permitted by applicable law, Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

[Remainder of page intentionally left blank; signatures appear on the following pages.]

WITNESS the execution hereof under seal as of the date first above written.

ATTEST:

STRIDE TOOL INC. ("Company")

Geoff Kroeger, Controller

Name: G. William Northrup

[CORPORATE SEAL]

Title: Chief Executive Officer, President

and Secretary

[Signatures continue on the following page.]

Accepted:

ALOSTAR BANK OF COMMERCE

("Lender")

Title: Managing Director

# **EXHIBIT A**Trademarks

Trademark	Application No.	Reg .No.	Status	Country
				United States of
"IMP"	72221059	816,955	Registered	America
				United States of
AIRSERCO	73/439144	1294042	Registered	America
DEPENDABLE UNDER				
PRESSURE	1076368	1076368	Registered	European Community
DEPENDABLE UNDER				Int'l Registration -
PRESSURE	1076368	1076368	Registered	Madrid Protocol Only
DEPENDABLE UNDER	1076260	1076260	Danistanad	lawar.
PRESSURE DEPENDABLE UNDER	1076368	1076368	Registered	Japan
PRESSURE	2092210		Pending	India
DEPENDABLE UNDER	2032210		i ciranig	mara
PRESSURE	2092211		Pending	India
DEPENDABLE UNDER				
PRESSURE	2092208		Pending	India
DEPENDABLE UNDER				
PRESSURE	2092209		Pending	India
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Dir aviolity Frogg	1071073	2012300	i i e gister e u	, ugerrana
DIAMOND I logo	2503068	2012589	Registered	Argentina
DIAMOND I logo	2563296	2029335	Registered	Argentina
DIAMOND I logo		200662	Registered	Australia
DIAMOND I logo	1053340	1053340	Registered	Australia
DIAMOND I logo		183529	Registered	Australia
DIAMOND I logo		200661	Registered	Australia
DIAMOND I logo		200663	Registered	Australia
DIAMOND I logo		200664	Registered	Australia
DIAMOND I logo	0587785	110872	Registered	Benelux
DIAMOND I logo		004024893	Registered	Brazil
DIAMOND I logo	453622	007040580	Registered	Brazil
DIAMOND I logo	828018383	828018383	Registered	Brazil

DIAMOND I logo		003252442	Registered	Brazil
DIAMOND I logo	172367	UCA010483	Registered	Canada
DIAMOND I logo	910159	894327	Registered	Chile
DIAMAGNID II	040450	00.4000		ol II
DIAMOND I logo	910160	894328	Registered	Chile China (People's
DIAMOND I logo	4551758	4551758	Registered	Republic)
DIAMOND Flogo	+331730	4331730	Registered	China (People's
DIAMOND I logo	4551671	4551671	Registered	Republic)
			_	China (People's
DIAMOND I LOGO	4551672	4551672	Registered	Republic)
DIAMOND Llogo	2227957	2227957	Dogistored	European Community
DIAMOND I logo	222/95/	222/95/	Registered	European Community
DIAMOND I logo	306508	1691204	Registered	France
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DIAMOND I logo	300230110	300230110	Registered	Hong Kong
DIAMOND I logo	2015763		Pending	India
DIAMONDTIOGO	d00201003342	IMD00033825	rending	Illula
DIAMOND I logo	6	6	Registered	Indonesia
DIAMOND I logo	2006114994	5203371	Registered	Japan
DIAMOND I logo	20040019772	638266	Registered	Korea, Republic of
DIAMONDTIOSO	20040013772	030200	Registered	Korca, republic or
DIAMOND I logo		184768	Registered	Mexico
DIAMOND II		000.55		
DIAMOND I logo		88265	Registered	Mexico
DIAMOND I logo		187434	Registered	Mexico
DIAMOND I logo	75994	88450	Registered	Mexico
DIAMOND I logo	713089	713089	Registered	New Zealand
DIAMOND Hogo	713069	/13069	Registered	New Zealand
DIAMOND I logo	198200955	115550	Registered	Norway
DIAMOND I logo	201404805	277168	Registered	Norway
DIAMOND I logo	T04/04872Z	T04/04872Z	Registered	Singapore
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DIAMOND I logo	197805341	197805341	Registered	South Africa
	407222	4070555		
DIAMOND I logo	197900047	197900047	Registered	South Africa
DIAMOND I logo	197805340	197805340	Registered	South Africa
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DIAMOND I logo	068008974	121805	Registered	Taiwan
DIAMOND I logo	93030304	01229865	Registered	Taiwan
DIAMOND I logo	586469	KOR251040	Registered	Thailand
DIAMOND I logo	586470	KOR248923	Registered	Thailand
DIAMOND I logo	586471	KOR248924	Registered	Thailand
DIAMOND I logo	95451	95440	Registered	United Arab Emirates
DIAMOND I logo	95452	96283	Registered	United Arab Emirates
DIAMONDTIOGO	33432	30283	Registered	Officed Arab Effiliates
DIAMOND I logo	95453	95441	Registered	United Arab Emirates
DIAMOND I logo	2270018	2270018	Registered	United Kingdom
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DIAMOND I logo	71373035	336864	Registered	America
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DIAMOND I logo	76303360	2774563	Registered	America
				United States of
DIAMOND I logo	71353397	323212	Registered	America
				United States of
DIAMOND I logo	71373036	336865	Registered	America
				United States of
DIAMOND I logo	86/486481		Pending	America
DIAMOND I LOGO/				
IMPERIAL	2001-0047556	545245	Registered	Korea, Republic of
				United States of
HANDLE COLORS	76/382537	2805936	Registered	America
HI-DUTY logo	12491	62651	Registered	Benelux
HI-DUTY logo	172370	UCA009965	Registered	Canada
HI-DUTY logo	1529071974	1753414	Registered	Japan
				United States of
HI-DUTY logo	71578333	543322	Registered	America
HI-DUTY logo	71267758	0266327	Registered	United States of America
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iConnect	86/470237		Pending	America
iConnect	86/528499		Pending	United States of America
IMPERIAL	2543543	2082214	Registered	Argentina
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IMPERIAL	2543545	2082144	Registered	Argentina
IMPERIAL	1052474	1052474	Registered	Australia
IMPERIAL		183528	Registered	Australia
IMPERIAL		200657	Registered	Australia
IMPERIAL		200658	Registered	Australia
IMPERIAL		200659	Registered	Australia
IMPERIAL		200660	Registered	Australia
IMPERIAL	0587784	110871	Registered	Benelux
IMPERIAL	825135559		Pending	Brazil
IMPERIAL	825135540	825135540	Registered	Brazil
IMPERIAL	172371	UCA016043	Registered	Canada
IMPERIAL	0245876	113881	Registered	Canada
IMPERIAL	927286	906310	Registered	Chile
IMPERIAL	952362	923737	Registered	Chile
IMPERIAL	910161	894326	Registered	Chile
IMPERIAL	5235672	1163	Registered	China (People's Republic)
IMPERIAL	3469471	3469471	Registered	China (People's Republic)
				China (People's
IMPERIAL	3469147	3469147	Registered	Republic) China (People's
IMPERIAL	3469472	3469472	Registered	Republic)
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IMPERIAL	5235673	5235673	Registered	Republic)
IMPERIAL		VR196502268	Registered	Denmark
IMPERIAL	2227775	2227775	Registered	European Community
IMPERIAL	306507	1691203	Registered	France
IMPERIAL	300230101	300230101AA	Registered	Hong Kong
IMPERIAL	2015764		Pending	India

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IMPERIAL	7	5	Registered	Indonesia
IMPERIAL	2010-99437	5027400-2	Registered	Japan
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   IMPERIAL	20040019771	658147	Registered	Korea, Republic of
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IMPERIAL	35076	55362	Registered	Mexico
IMPERIAL	200503490	230946	Registered	Norway
   IMPERIAL	201404807	278258	Registered	Norway
IMPERIAL	197805339	197805339	Registered	South Africa
IMPERIAL	197900046	197900046	Registered	South Africa
IMPERIAL	197805338	197805338	Registered	South Africa
IMPERIAL	93030303	01271644	Registered	Taiwan
IMPERIAL	068008973	121786	Registered	Taiwan
IMPERIAL	586466	KOR248922	Registered	Thailand
IMPERIAL	586468	KOR273856	Registered	Thailand
IMPERIAL	586467	KOR286139	Registered	Thailand
IMPERIAL	95448	95437	Registered	United Arab Emirates
IMPERIAL	95449	95438	Registered	United Arab Emirates
IMPERIAL	95450	95439	Registered	United Arab Emirates
IMPERIAL	75548792	2318342	Pagistarad	United States of America
IIVIPERIAL	75546792	2310342	Registered	United States of
   IMPERIAL	71/373040	336012	Registered	America
				United States of
IMPERIAL	77105781	3443614	Registered	America
				United States of
IMPERIAL	71373037	336866	Registered	America
				United States of
IMPERIAL	72043454	668214	Registered	America
   IMPERIAL	86/486243		Pending	United States of America
HVII LIMAL	00/400243		renaing	United States of
IMPERIAL EASTMAN	73818458	1616729	Registered	America
IMPERIAL EASTMAN &			5	
DIAMOND I logo	T0616467J	T0616467J	Registered	Singapore
IMPERIAL EASTMAN &				
DIAMOND I logo	T0616468I	T0616468I	Registered	Singapore

IMPERIAL EASTMAN &						
DIAMOND I logo	T0616842J	T0616842J	Registered	Singapore		
IMPERIAL EASTMAN &				United States of		
DIAMOND I logo	73435346	1365190	Registered	America		
IMPERIAL-EASTMAN	068008975	121787	Registered	Taiwan		
IIVII ERIAL EASTIVIAIV	000000373	121707	Registered	United States of		
KWIK CHARGE	73/023,624	1037738	Registered	America		
	,			United States of		
KWIK-TITE	72/114,224	739,959	Registered	America		
MILBAR	747,389	439,316	Registered	Canada		
				China (People's		
MILBAR	94052352	830691	Registered	Republic)		
   MILBAR	89-30764	211141	Registered	Korea, Republic of		
				United States of		
MILBAR	72/255,264	826,391	Registered	America		
				United States of		
MILBAR	73/224,760	1,147,072	Registered	America		
POLARSHIELD	1068853	1068853	Registered	Australia		
POLARSHIELD	1068853	1068853	Registered	Benelux		
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POLARSHIELD	1068853	1068853	Registered	Republic)		
POLARSHIELD	1068853	108853	Registered	European Community		
POLARSHIELD	2092212		Pending	India		
				Int'l Registration -		
POLARSHIELD	1068853	1068853	Registered	Madrid Protocol Only		
POLARSHIELD	1068853	1068853	Registered	Japan		
POLARSHIELD	1068853	1068853	Registered	Korea, Republic of		
POLARSHIELD	1068853		Pending	Norway		
POLARSHIELD	1068853	1068853	Registered	Singapore		
POLARSHIELD	100006208	01522250	Registered	Taiwan		
POLARSHIELD	795695		Pending	Thailand		
			_	United States of		
POLARSHIELD	85/100,753	3,950,403	Registered	America		
				United States of		
QTR-TURN	75447393	2322329	Registered	America		
				United States of		
SAFETYTWIST	85/388390	4,114,748	Registered	America		
CTRIRETOOL S : CCC	F225575	F225575		China (People's		
STRIDE TOOL & LOGO	5235675	5235675	Registered	Republic)		
STRIDE TOOL (in	4010110	4010110	Posistored	China (People's		
chinese) STRIDE TOOL (in	4919119	4919119	Registered	Republic) China (People's		
chinese)	4919120	4919120	Registered	Republic)		
·				·		
STRIDE TOOL (in	4919121	4919121	Registered	China (People's		

chinese)				Republic)			
				China (People's			
STRIDE TOOL (in english)	4919116	4919116	Registered	Republic)			
, , ,				China (People's			
STRIDE TOOL (in english)	4919118	4919118	Registered	Republic)			
STRIDE TOOL STACKED				United States of			
LOGO	85/104,731	3,954,042	Registered	America			
				United States of			
TIGERWAVE	86/463982		Pending	America			
VECTOR	941591	330563	Registered	Korea, Republic of			
			_	United States of			
VERIFI BY IMPERIAL	86/289375		Pending	America			
VERIFI BY IMPERIAL				United States of			
LOGO	86/289425		Pending	America			
				United States of			
VERIFICATION IN FIELD	86/289343		Pending	America			
				United States of			
BLACKBELT TOOLS	85/671820	4352838	Registered	America			
DEPENDABLE UNDER			Registered	United States of			
PRESSURE	85/110429	3931162		America			
FIERYCHILL			Registered	United States of			
	85/599999	4245995		America			
I IMANIFOLD and			Pending				
DESIGN				United States of			
	86/253354			America			
IMPERIAL			Registered	United States of			
	76/292573	3438658		America			
STRIDE TOOL and			Registered				
DESIGN				United States of			
	85/196132	4002137		America			
STRIDE TOOL			Registered	United States of			
	74/379474	1835179		America			
DEPENDABLE UNDER			Registered				
PRESSURE							
		1076368					
IMPERIAL			Abandoned				
		5235674					
IMPERIAL			Abandoned				
		3469146					
ST SHANGHAI LIMITED			Abandoned				
		4673177					
ST SHANGHAI LIMITED			Abandoned				
		4673175					
ST SHANGHAI LIMITED			Abandoned				
		4673176					
			Abandoned				
STRIDETOOL		4919117					

#### **EXHIBIT B**

#### **Certificate**

The undersigned officer of **STRIDE TOOL, INC.**, a Delaware corporation ("Company"), does hereby certify to **ALOSTAR BANK OF COMMERCE**, a state banking institution incorporated or otherwise organized under the laws of the State of Alabama ("Lender"), that the quality of the products associated with the trademarks, trademark registrations, trade names and trademark applications listed on Exhibit A of that certain Trademark Security Agreement dated April 7, 2015, between Company and Lender (as amended from time to time to include any additional trademarks, trademark registrations, trade names and trademark applications acquired by Company after the date thereof, the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

	TTNESS , 20	-	the	undersigned	has	executed	this	Certificate,	this	 day of	
						STRIDE TO ("Company		IC.			
						By: Name:					
						Title:					

TRADEMARK
RECORDED: 04/07/2015 REEL: 005494 FRAME: 0168