

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM341124

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Northern Tool & Equipment Company, Inc.		04/10/2015	CORPORATION: MINNESOTA

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, National Association
<b>Street Address:</b>	90 S 7th St, 18th Floor
<b>Internal Address:</b>	MAC N9305-187
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>Entity Type:</b>	a national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 74**

Property Type	Number	Word Mark
Registration Number:	4223356	BECAUSE ACCIDENTS HAPPEN
Registration Number:	4091678	CONTINENTAL ABRASIVES
Registration Number:	4062843	DOSKO
Registration Number:	4418656	DOSKO
Registration Number:	4397548	DXS-3
Registration Number:	3565388	GP GREAT PLAINS MANUFACTURERS   DISTRIBUTORS
Registration Number:	3699907	GRAVEL GEAR
Registration Number:	4105969	GRAVEL GEAR
Registration Number:	4105968	GRAVEL GEAR
Registration Number:	4060169	GRAVEL GEAR
Registration Number:	2561468	GREAT PLAINS
Serial Number:	85723046	IRONTON
Registration Number:	4519307	IRONTON
Serial Number:	86523293	IRONTON
Registration Number:	4056603	KLUTCH
Registration Number:	4016336	KLUTCH
Registration Number:	3963521	KLUTCH
Registration Number:	3974585	KLUTCH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4671194	KLUTCH
Serial Number:	86523497	KLUTCH
Registration Number:	3765654	KOTULA'S
Registration Number:	4018820	KOTULA'S THE GUYS WITH THE GOODS
Registration Number:	4419847	LITHIUM XTREME
Registration Number:	4660091	LOAD-QUIP
Registration Number:	4572116	LOAD-QUIP
Registration Number:	4565016	LOAD-QUIP
Registration Number:	2961715	
Registration Number:	3326498	N
Registration Number:	4451643	N NORTH STAR PROVEN PERFORMANCE
Registration Number:	3925656	NORTHSTAR N PROVEN PERFORMANCE
Registration Number:	4475960	NORTH STAR PROVEN PERFORMANCE
Registration Number:	4511699	NORTH STAR PROVEN PERFORMANCE
Registration Number:	4506537	NORTH STAR PROVEN PERFORMANCE
Registration Number:	4534648	NORTH STAR PROVEN PERFORMANCE
Registration Number:	2479418	NORTH STAR PROVEN PERFORMANCE
Serial Number:	86522986	NORTH STAR PROVEN PERFORMANCE
Registration Number:	2441069	NORTHERN
Serial Number:	77361308	NORTHERN INDUSTRIAL
Registration Number:	2918754	NORTHERN INDUSTRIAL TOOLS
Registration Number:	2919974	NORTHERN TOOL & EQUIPMENT
Registration Number:	2492100	NORTHSTAR
Registration Number:	3412318	NORTH STAR PROVEN PERFORMANCE
Registration Number:	2500980	NORTRAC
Registration Number:	3786019	NORTRAC
Registration Number:	2518549	NORTRAC
Registration Number:	4255390	NORTRAC
Serial Number:	86485867	NORTRAC
Registration Number:	4259227	NSQ SERIES
Registration Number:	3130851	NT NORTHERN TOOL + EQUIPMENT
Registration Number:	3811377	POWERHORSE
Registration Number:	4421946	POWERHORSE
Serial Number:	86456105	POWERHORSE
Serial Number:	86524243	POWERHORSE
Registration Number:	1178879	ROUGHNECK
Registration Number:	3028748	ROUGHNECK
Registration Number:	4154462	ROUGHNECK

Property Type	Number	Word Mark
Registration Number:	3999830	ROUGHNECK
Registration Number:	4032750	ROUGHNECK
Registration Number:	4429901	ROUGHNECK
Registration Number:	4585576	ROUGHNECK
Registration Number:	4589826	ROUGHNECK
Registration Number:	4585646	ROUGHNECK
Registration Number:	4355568	SHF SERIES
Registration Number:	3707811	SNACK SHACK
Registration Number:	4176733	SNACK SHACK
Serial Number:	86332361	STRONGWAY
Serial Number:	86398634	STRONGWAY
Serial Number:	86523028	STRONGWAY
Registration Number:	4411290	ULTRATOW
Registration Number:	3999831	ULTRA-TOW
Serial Number:	86456217	ULTRA-TOW
Serial Number:	86521916	ULTRA-TOW
Registration Number:	3530988	WEL-BILT
Registration Number:	4014024	XRP

**CORRESPONDENCE DATA**

**Fax Number:** 6127661600

*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:** 612-766-6911

**Email:** susan.carlson@faegrebd.com

**Correspondent Name:** Susan Carlson, Faegre Baker Daniels LLP

**Address Line 1:** 90 S 7th St Ste 2200

**Address Line 4:** Minneapolis, MINNESOTA 55402

<b>NAME OF SUBMITTER:</b>	Susan Carlson
<b>SIGNATURE:</b>	/e/ Susan Carlson
<b>DATE SIGNED:</b>	05/13/2015

**Total Attachments: 10**

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source=Northern Tool Trademark Security Agmt#page2.tif  
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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 April 10, 2015 by and from Northern Tool & Equipment Company, Inc., a Minnesota corporation (the "Grantor"), to and in favor of Wells Fargo Bank, National Association (together with its successors and assigns, the "Lender"), for itself and for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, the Grantor, the other Loan Parties and the Grantee 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 Grantor has entered into a 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. 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 Loan 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.

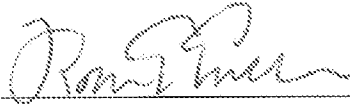
3. Governing Law. **THIS CONFIRMATORY GRANT OF SECURITY INTEREST SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF MINNESOTA.**

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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





**TRADEMARK**  
**REEL: 005515 FRAME: 0007**



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

TRADEMARKS	STATUS	APP. NUMBER	REG. NUMBER	CLASS
BECAUSE ACCIDENTS HAPPEN	Registered	85509536	4223356	36
CONTINENTAL ABRASIVES & DESIGN 	Registered	85029097	4091678	7
DOSKO	Registered	85294342	4062843	7
DOSKO (EXPANSION)	Registered	85882514	4418656	7
DXS-3	Registered	85686217	4397548	7
GP GREAT PLAINS MANUFACTURERS DISTRIBUTORS & DESIGN 	Registered	77204298	3565388	35
GRAVEL GEAR	Registered	77491956	3699907	25
GRAVEL GEAR	Registered	77795508	4105969	25





TRADEMARKS	STATUS	APP. NUMBER	REG. NUMBER	CLASS
GRAVEL GEAR & DESIGN (HORIZONTAL) 	Registered	77795482	4105968	25
GRAVEL GEAR (GLOVES)	Registered	85334380	4060169	25
GREAT PLAINS	Registered	76141399	2561468	35
IRONTON	Allowed	85723046		6 7 8 9
IRONTON	Allowed	85723046		11 12 16 17 20 21 22
IRONTON (CHILD)	Registered	85981362	4519307	6 7 8 9 11 12 20 22 25
IRONTON	Pending	86523293		6 7 8 9 11 12 20 22
KLUTCH	Registered	77416500	4056603	8
KLUTCH	Registered	77743222	4016336	7 8

TRADEMARKS	STATUS	APP. NUMBER	REG. NUMBER	CLASS
KLUTCH	Registered	85049287	3963521	7 8
KLUTCH	Registered	85161183	3974585	11
KLUTCH (EXPANSION)	Registered	86303515	4671194	7
KLUTCH	Pending	86523497		7 11 12
KOTULA'S	Registered	77808489	3765654	35
KOTULA'S THE GUYS WITH THE GOODS (& DESIGN) 	Registered	85221327	4018820	35
LITHIUM XTREME	Registered	85788127	4419847	7
LOAD-QUIP	Registered	85745879	4,660,091	7
LOAD-QUIP - MANUAL TREE SPADES	Registered	86149607	4572116	8
LOAD-QUIP (& DESIGN) 	Allowed	85798558	4565016	7
MAN WITH HAMMER DESIGN 	Registered	76514588	2961715	8
N & STAR DESIGN 	Registered	78680857	3326498	7

TRADEMARKS	STATUS	APP. NUMBER	REG. NUMBER	CLASS
N NORTH STAR PROVEN PERFORMANCE (& DESIGN) 	Registered	85084735	4451643	7
N NORTH STAR PROVEN PERFORMANCE (& DESIGN) 	Registered	85089916	3925656	7
NORTH STAR PROVEN PERFORMANCE	Registered	85743554	4475960	7
NORTH STAR PROVEN PERFORMANCE (3 LINE REVERSE) 	Registered	85756210	4511699	7
NORTH STAR PROVEN PERFORMANCE (3 LINE) 	Registered	85754151	4506537	7, 12
NORTH STAR PROVEN PERFORMANCE (EXPANSION)	Registered	85891616	4534648	7
NORTH STAR PROVEN PERFORMANCE (STYLIZED) 	Registered	75904396	2479418	7
NORTH STAR PROVEN PERFORMANCE	Pending	86522986		7
NORTHERN	Registered	76040724	2441069	35
NORTHERN INDUSTRIAL	Registered	77361308	363424	11

TRADEMARKS	STATUS	APP. NUMBER	REG. NUMBER	CLASS
NORTHERN INDUSTRIAL TOOLS	Registered	78153322	2918754	7
NORTHERN INDUSTRIAL TOOLS	Registered	78153322	2918754	8
NORTHERN TOOL & EQUIPMENT	Registered	78251520	2919974	7
NORTHSTAR	Registered	75903921	2492100	7
NORTHSTAR PROVEN PERFORMANCE & DESIGN 	Registered	77082391	3412318	12
NORTRAC	Registered	75905864	2500980	7
NORTRAC	Registered	77716575	3786019	12
NORTRAC & DESIGN 	Registered	75916198	2518549	7
NORTRAC (HPP)	Registered	85573521	4255390	7
NORTRAC	Pending	86485867		7
NSQ SERIES	Registered	85561944	4259227	7
NT NORTHERN TOOL + EQUIPMENT & DESIGN 	Registered	78472098	3130851	35
POWERHORSE	Registered	77405326	3811377	35
POWERHORSE	Registered	85883555	4421946	7
POWERHORSE (EXPANSION)	Pending	86456105		7

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TRADEMARKS	STATUS	APP. NUMBER	REG. NUMBER	CLASS
POWERHORSE	Pending	86524243		7
ROUGHNECK	Registered	73296183	1178879	8
ROUGHNECK	Registered	78521502	3028748	8
ROUGHNECK	Registered	77823699	4154462	7 8 9 12
ROUGHNECK	Registered	85159283	3999830	6
ROUGHNECK	Registered	85180898	4032750	6
ROUGHNECK	Registered	85765873	4429901	22
ROUGHNECK	Registered	85931259	4,585,576	8
ROUGHNECK (& DESIGN) HORIZONTAL 	Registered	85943714	4,589,826	8
ROUGHNECK (& DESIGN) SQUARE 	Registered	85942497	4,585,646	8
SHF SERIES	Registered	85733745	4355568	7
SNACK SHACK	Registered	77605887	3707811	30
SNACK SHACK (ADDITIONS)	Registered	85293881	4176733	30

TRADEMARKS	STATUS	APP. NUMBER	REG. NUMBER	CLASS
STRONGWAY	Allowed	86332361		6 7 8 12 20
STRONGWAY (EXPANSION)	Pending	86398634		7 8
STRONGWAY	Pending	86523028		6 7 11 20 22
ULTRA-TOW	Registered	77714667	4411290	6 8 12
ULTRA-TOW	Registered	85159321	3999831	11
ULTRA-TOW (EXPANSION)	Pending	86456217		7
ULTRA-TOW	Pending	86521916		6 12
WEL-BILT	Registered	78192055	3530988	7 8
XRP	Registered	85198167	4014024	9

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