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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM355597

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Northstar Mezzanine Partners V L.P.		09/18/2015	PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Huskie Tools, Inc.
Street Address:	30 S. Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1727065	ROBO*CRIMP
Registration Number:	2018990	HUSKIE HYDRAULIC HAMMERS
Registration Number:	2018991	HUSKIE HHH
Serial Number:	85365005	HUSKIE TOOLS
Serial Number:	85365030	H HUSKIE TOOLS
Serial Number:	85365036	Н

CORRESPONDENCE DATA

Fax Number: 3128637865

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: 312-201-3865

Email: sharon.patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson, Paralegal

Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.

Address Line 2: Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.341
NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/

DATE SIGNED:	09/18/2015
Total Attachments: 5	
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is made as of this 18th day of September 2015, by NORTHSTAR MEZZANINE PARTNERS V L.P., a Delaware limited partnership ("Secured Party"), in favor of HUSKIE TOOLS, INC., an Illinois corporation ("Company").

WHEREAS, Company and Secured Party are parties to a certain Security Agreement, dated as of December 19, 2011 (the "Security Agreement"), pursuant to which Company granted to Secured Party a security interest in all or substantially all of the assets of the Company, including all right, title and interest of the Company in, to all of the Company's Trademarks and Trademark Licenses (each defined in the Security Agreement), and proceeds thereof;

WHEREAS, pursuant to the Security Agreement, the Company and Secured Party entered into a Trademark Security Agreement dated December 19, 2011 (the "Trademark Security Agreement"), pursuant to which the Company granted a continuing security interest in all of its right, title, and interest in, to an under the following: (i) each Trademark of the Company (together with any renewals, continuations or extensions thereof), including without limitation the Trademarks referred to in Schedule 1 of this Release; (ii) each Trademark License of the Company including without limitation the Trademark Licenses referred to in Schedule 1 of this Release, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and (iii) all products or proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future (a) infringement or dilution of any Trademark, including without limitation, the Trademark registrations referred to in Schedule 1, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1, and the Trademarks licensed under the Trademark License, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License (collectively, the "Trademark Collateral.");

WHEREAS, the Company recorded the Trademark Security Agreement with the United States Patent and Trademark Office on December 19, 2011 at Reel 4682 Frame 0264; and

WHEREAS, the Company has completed its Secured Obligations (as defined in the Security Agreement) under the Security Agreement and related agreements, and as such, Secured Party now wishes to acknowledge the termination of the Trademark Security Agreement and release all security interests it may have in, under, or to the Trademark Collateral.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged:

1. Release. Secured Party acknowledges that the Secured Obligations (as defined in the Security Agreement) have been paid in full, and the Trademark Security Agreement is hereby terminated. Secured Party hereby unconditionally and expressly releases, terminates, extinguishes, and waives, its liens, the security interest granted in the

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Trademark Security Agreement, and any other interest it may have in the Trademark Collateral.

2. <u>Further Assurances</u>. Secured Party consents and agrees to execute and deliver, at the request and cost of Company, such further instruments, documents and release forms as Company may reasonably request to more effectively release, terminate and extinguish any such liens and security interests upon such Trademarks or Trademark Licenses.

[Signature Page Follows]

IN WITNESS HEREOF, Secured Party has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.

NORTHSTAR MEZZANINE PARTNERS V L.P.

By: Northstar Capital LLC

Its: General partner

By: Dh. Mb.
Name: Douglas E. Mark

Its: Managing Partner

Trademark Release

SCHEDULE 1

TRADEMARK REGISTRATIONS

Mark	Country	Reg. No./ Reg. Date	Status	First Use	Goods/Services
ROBO*CRIMP & Design	U.S. Federal	1727065 10/27/1992	Registered	4/25/1991	07, Power-operated hand tool; namely, compression tool for use in crimping connectors
HUSKIE	Canada	TMA282709 8/26/1983	Registered	6/5/1977	07, Hydraulic tools and accessories, namely, hoses, dies, blades and pumps.
HUSKIE HYDRAULIC HAMMERS	U.S. Federal	2018990 11/26/1996	Registered	6/0/1994	07, Hydraulic hammers and hydraulic breakers.
HUSKIE HHH & Design	U.S. Federal	2018991	Registered	6/0/1994	07, Hydraulic hammers and hydraulic breakers.

TRADEMARK APPLICATIONS

Mark	Country	App. No./ App. Date	Status	First Use	Goods/Services
HUSKIE TOOLS	U.S. Federal	85/365005 7/7/2011	Pending	12/31/1976	07, Power tools, namely, hydraulic compression tools, hydraulic cutting tools, battery operated compression tools and battery operated cutting tools; and hydraulic pumps

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Mark	Country	App, No./ App. Date	Status	First Use	Goods/Services
H HUSKIE TOOLS & Design Huskie TOOLS	U.S. Federal	85/365030 7/7/2011	Pending	Intent to Use	07, Power tools, namely, hydraulic compression tools, hydraulic cutting tools, battery operated compression tools and battery operated cutting tools; and hydraulic pumps
H Design	U.S. Federal	85/365036 7/7/2011	Pending	Intent to Use	07, Power tools, namely, hydraulic compression tools, hydraulic cutting tools, battery operated compression tools and battery operated cutting tools; and hydraulic pumps

TRADEMARK LICENSES

Trademark License Agreement dated October 28, 2011, by and between Huskie Tools, Inc. and Rock Breakers, Inc.

COMMON LAW TRADEMARKS

None

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