

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383042

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	4

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ST Acquisition, LLC		04/05/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CapitalSouth SBIC Fund IV, L.P.
Street Address:	4201 Congress Street
Internal Address:	Suite 360
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28209
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	336864	I
Registration Number:	2774563	
Registration Number:	3443614	IMPERIAL
Registration Number:	816955	"IMP"
Registration Number:	4352838	BLACKBELT TOOLS
Registration Number:	3931162	DEPENDABLE UNDER PRESSURE
Registration Number:	323212	I
Registration Number:	336865	I
Registration Number:	2805936	
Registration Number:	543322	HI-DUTY
Registration Number:	266327	HI-DUTY
Registration Number:	2318342	IMPERIAL
Registration Number:	3438658	IMPERIAL
Registration Number:	336012	IMPERIAL
Registration Number:	336866	IMPERIAL
Registration Number:	668214	IMPERIAL
Registration Number:	1616729	IMPERIAL EASTMAN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1365190	IMPERIAL EASTMAN
Registration Number:	1037738	KWIK CHARGE
Registration Number:	4859313	KWIK-COUPLER
Registration Number:	739959	KWIK-TITE
Registration Number:	826391	MILBAR
Registration Number:	1147072	MILBAR
Registration Number:	3950403	POLARSHIELD
Registration Number:	2322329	QTR-TURN
Registration Number:	4114748	SAFETYTWIST
Registration Number:	4002137	STRIDE TOOL
Registration Number:	3954042	S STRIDE TOOL
Registration Number:	4842755	TIGERWAVE

CORRESPONDENCE DATA

Fax Number: 7043533148

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: 7043317448

Email: amanda.bryan@klgates.com

Correspondent Name: Amanda K. Bryan

Address Line 1: 214 North Tryon Street, 47th Floor

Address Line 2: K&L Gates LLP

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 2829226.00049

NAME OF SUBMITTER: Amanda K. Bryan

SIGNATURE: /Amanda K. Bryan/

DATE SIGNED: 05/04/2016

Total Attachments: 21

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of the 5th day of April, 2016, by **ST ACQUISITION, LLC**, a Delaware limited liability company ("Pledgor"), and delivered to **CAPITALSOUTH SBIC FUND IV, L.P.**, in its capacity as the collateral agent for the ratable benefit of the Holders (as defined below) ("Collateral Agent").

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Note Purchase and Security Agreement dated of even date herewith by and among Pledgor, Collateral Agent, Stride Tool Holdings, LLC, CapitalSouth SBIC Fund IV, L.P. ("CapitalSouth") and Medallion Capital, Inc. ("Medallion") and, together with CapitalSouth, the "Holders" and each a "Holder" (as supplemented, restated, amended, superseded or replaced from time to time, the "Purchase Agreement"). Capitalized terms not defined herein shall have the meanings given to such terms in the Purchase Agreement.

B. Pledgor has adopted, used and is using (or has filed applications for the registration of) the patents, patent rights and patent applications (collectively, the "Patents"); trademarks, service marks, trade names, service trademark applications and service trade names (collectively, the "Trademarks"); copyrights and copyright applications and licenses (collectively, the "Copyrights"), all as listed on Schedule A attached hereto and made part hereof (all such Patents, Trademarks and Copyrights, along with associated goodwill relating thereto, hereinafter referred to as the "Assets").

C. Pursuant to this Agreement, Collateral Agent is acquiring a lien on, and security interest in, the Assets and the registration thereof, as security for all of the Obligations under the Note Documents and desires to have its security interest in the Assets confirmed by a document in such form that it may be recorded in the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Purchase Agreement and the other Note Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations under the Note Documents, Pledgor grants a lien and security interest to Collateral Agent in all of its present and future right, title and interest in and to the Assets and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements and the proceeds thereof, including, without limitation, all royalties, licensing fees and the like along with all proceeds of infringement suits. Pledgor hereby authorizes Collateral Agent to file a copy of this Agreement in the United States Patent and Trademark Office and the United States Copyright Office.

2. Pledgor hereby covenants and agrees to maintain the Assets in full force and effect until all of the Obligations are paid and satisfied in full (other than contingent indemnification obligations for which no claim has been made).

3. Pledgor represents, warrants and covenants that:

(a) To its knowledge, the Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) To its knowledge, each of the Assets is valid and enforceable;

(c) Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances (other than Permitted Encumbrances), including, without limitation, pledges, assignments, licenses and covenants by Pledgor not to sue third persons;

(d) Pledgor has the unqualified right, power and authority to enter into this Agreement and perform its terms; and

(e) The Assets listed on Schedule A constitute all of the registrations and applications now owned by Pledgor. If, before all Obligations have been paid and satisfied in full (other than contingent indemnification obligations for which no claim has been made), Pledgor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names or copyrights or licenses or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the Assets. From time to time upon Collateral Agent's request, Pledgor shall provide Collateral Agent and Collateral Agent's counsel with an amended Schedule listing Pledgor's Assets in form and substance reasonably satisfactory to Collateral Agent.

4. So long as no Event of Default has occurred and is continuing under the Purchase Agreement, Pledgor shall continue to have the sole and exclusive right to use and otherwise exploit the Assets, and Collateral Agent shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

5. Pledgor agrees not to sell, license, assign or further encumber its rights and interest in the Assets without prior written consent of Collateral Agent, which consent shall not be unreasonably withheld, conditioned, or delayed, except (a) as permitted in the Purchase Agreement and the other Note Documents and (b) for Permitted Encumbrances.

6. Upon the occurrence and continuance of an Event of Default under the Purchase Agreement, Pledgor hereby covenants and agrees that Collateral Agent, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of North Carolina, may take such action permitted under the Note Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. Upon the occurrence and continuance of an Event of Default under the Purchase Agreement, Pledgor hereby authorizes and empowers Collateral Agent, its successors and assigns, and any officer or agent of Collateral Agent as Collateral Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, assignments, documents, papers and instruments necessary for Collateral Agent, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or as necessary for Collateral Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute an assignment in the form attached hereto as Exhibit 1. Pledgor hereby authorizes Collateral Agent to file a copy of such assignment in the United States Patent and Trademark Office and the United States Copyright Office. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney.

This power of attorney shall be irrevocable for the life of this Agreement and until all the Obligations are paid and satisfied in full (other than contingent obligations for which no claim has been made).

7. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Purchase Agreement and may not be modified without the written consent of the parties hereto.

8. All rights and remedies herein granted to Collateral Agent shall be in addition to any rights and remedies granted under the Note Documents. In the event of an inconsistency between this Agreement and the Note Documents, the language of the Note Documents shall control.

9. Upon the full and unconditional satisfaction of all of the Obligations under the Note Documents (other than contingent obligations for which no claim has been made), Collateral Agent shall execute and deliver to Pledgor all documents Pledgor determines are reasonably necessary to terminate Collateral Agent's security interest in the Assets.

10. Any and all reasonable fees, costs and out-of-pocket expenses, of whatever kind or nature, including the reasonable outside counsel attorneys' fees and legal expenses incurred by Collateral Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Assets or defending, protecting or enforcing Collateral Agent's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Pledgor on demand by Collateral Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Purchase Agreement.

11. Subject to the terms of the Note Documents, Pledgor shall have the duty to prosecute diligently any material United States trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until all of the Obligations shall have been paid and satisfied in full, to preserve and maintain all rights in the Assets. Pledgor shall not abandon any material Patent, Trademark or Copyright without prior written consent of Collateral Agent, which consent shall not be unreasonably withheld, conditioned or delayed.

12. Upon the occurrence and continuance of an Event of Default under the Purchase Agreement, Collateral Agent may, without any obligation to do so, complete any obligation of Pledgor hereunder, in Pledgor's name or in Collateral Agent's name.

13. No course of dealing between Pledgor and Collateral Agent or any Holder, nor any failure to exercise, nor any delay in exercising on the part of Collateral Agent or any Holder any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Collateral Agent's or such Holder's rights and remedies with respect to the Assets, whether established hereby, by the Note Documents or by any other future agreements between Pledgor and Collateral Agent or any Holder or by law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

15. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

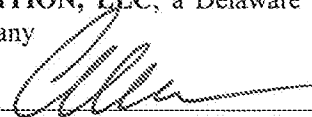
16. This Agreement shall be governed by and construed in conformity with the laws of the State of North Carolina without regard to its otherwise applicable principles of conflicts of laws.

17. **PLEDGOR AND COLLATERAL AGENT EACH WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE NOTE DOCUMENTS.**

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IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement the day and year first above written.

ST ACQUISITION, LLC, a Delaware limited liability company

By: 
Name: Geoff Kroeger
Title: Controller

Approved and Accepted:

CAPITALSOUTH SBIC FUND IV, L.P., as Collateral Agent

By: CapitalSouth SBIC F-IV, LLC, its General Partner

By: _____
Name: Joseph B. Alala, III
Title: President and CEO

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement the day and year first above written.


ST ACQUISITION, LLC, a Delaware limited liability company

By: _____
Name: Geoff Kroeger
Title: Controller

Approved and Accepted:

CAPITALSOUTH SBIC FUND IV, L.P., as
Collateral Agent

By: CapitalSouth SBIC F-IV, LLC, its
General Partner

By: 
Name: Joseph B. Anita, III
Title: President and CEO

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A

Copyrights:

None.

Patents:

<u>Owner</u>	<u>Patent</u>	<u>Country</u>	<u>Application No. / Publication No.</u>	<u>Application Filing Date / Publication Date</u>
ST Acquisition, LLC	Stripper for Round Sheathed Cable	United States	7802496	Granted 9/28/10
ST Acquisition, LLC	Tube Bender	United States	6487889	Granted 12/3/02
ST Acquisition, LLC	Stripper Tool for Sheathed Cable	United States	7356915	Granted 4/15/08
ST Acquisition, LLC	Tube Bender and Method of Using Same	Mexico	249565	Granted 9/26/07
ST Acquisition, LLC	Tube Bender and Method of Using Same	United States	6609405	Granted 8/26/03
ST Acquisition, LLC	Tube Bender and Method of Using Same	United States	6883360	Granted 4/26/05
ST Acquisition, LLC	Tube Bender and Method of Using Same	United States	7096707	Granted 8/29/06
ST Acquisition, LLC	Tube Bender and Method of Using Same	United States	7383716	Granted 6/10/08
ST Acquisition, LLC	Pair of Tool Handles (Design)	United States	D485152	Granted 1/13/04
ST Acquisition, LLC	Pair of Tool Handles (Design)	United States	D455631	Granted 4/16/02
ST Acquisition, LLC	Tool Handle (AKA Tube Cutter Ratcheting Handle) (Design)	United States	D588435	Granted 3/17/09
ST Acquisition, LLC	Universal Retaining Ring Plier Tool	United States	6792837	Granted 9/21/04
ST Acquisition,	Tube Bender and	United States	6463780	Granted 10/15/02

<u>Owner</u>	<u>Patent</u>	<u>Country</u>	<u>Application No. / Publication No.</u>	<u>Application Filing Date / Publication Date</u>
LLC	Process			
ST Acquisition, LLC	Universal Retaining Ring Plier	United States	6378403	Granted 4/30/02
ST Acquisition, LLC	Convertible Plier Tool	United States	5865075	Granted 2/2/99
ST Acquisition, LLC	Convertible Plier Tool	United States	6145417	Granted 11/14/00
ST Acquisition, LLC	Automotive Service Tool (Design)	United States	D630487	Granted 1/11/11
ST Acquisition, LLC	Wire Twisting Pliers	Canada	2894554	Filed 12/13/13
ST Acquisition, LLC	Latch Mechanism for Safety Wire Pliers	Germany	DE112013005966T5	Published 10/15/15
ST Acquisition, LLC	Latch Mechanism for Safety Wire Pliers	Mexico	MX/a/2015/007438	Filed 12/13/13
ST Acquisition, LLC	Wire Twisting Pliers	United States	US-2014-0165793-A1	Published 6/19/14
ST Acquisition, LLC	Wire Stripping and Cutting Tool	Canada	2888902	Filed 4/22/15
ST Acquisition, LLC	Smart HVAC Manifold System	United States	US-2014-0262130	Published 9/18/14
ST Acquisition, LLC	Smart HVAC Manifold System	United States	US-2015-0292985	Published 10/15/15

Trademarks:

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
ST Acquisition, LLC	DIAMOND I logo	China (People's Republic)		20-Dec-2007
ST Acquisition, LLC	DIAMOND I logo	China (People's Republic)		20-Dec-2007
ST Acquisition, LLC	DIAMOND I logo	China (People's Republic)		20-Jan-2008
ST Acquisition, LLC	DIAMOND I logo	Korea, Republic of	638266	08-Nov-2005
ST Acquisition,	DIAMOND I LOGO	Thailand	KOR248923	03-Oct-2006

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
LLC				
ST Acquisition, LLC	DIAMOND I logo	Thailand	KOR251040	14-Nov-2006
ST Acquisition, LLC	DIAMOND I logo	Thailand	KOR248924	03-Oct-2006
ST Acquisition, LLC	DIAMOND I LOGO	United States	336864	21-Jul-1936
ST Acquisition, LLC	DIAMOND I logo	United States	2774563	21-Oct-2003
ST Acquisition, LLC	DIAMOND I logo-DUBAI CUSTOMS	United Arab Emirates		20-Dec-2010
ST Acquisition, LLC	DIAMOND I logo-DUBAI CUSTOMS	United Arab Emirates	1692140	13-Sep-2010
ST Acquisition, LLC	DIAMOND I logo-DUBAI CUSTOMS	United Arab Emirates		17-Jun-2009
ST Acquisition, LLC	DIAMOND I logo-SHARJAH- CUSTOMS	United Arab Emirates	1138782	15-Sep-2010
ST Acquisition, LLC	DIAMOND I logo-SHARJAH CUSTOMS	United Arab Emirates		20-Dec-2010
ST Acquisition, LLC	DIAMOND I logo-SHARJAH CUSTOMS	United Arab Emirates		07-Jun-2019
ST Acquisition, LLC	DIAMOND I LOGO/ IMPERIAL	Korea, Republic of	545245	15-Apr-2003
ST Acquisition, LLC	IMPERIAL	China (People's Republic)	3469471	09-Sep-2013
ST Acquisition, LLC	IMPERIAL	China (People's Republic)		
ST Acquisition, LLC	IMPERIAL	China (People's Republic)		
ST Acquisition, LLC	IMPERIAL	Korea, Republic of	658147	29-Apr-2003
ST Acquisition, LLC	IMPERIAL	Thailand	KOR286139	05-Apr-2005
ST Acquisition, LLC	IMPERIAL	Thailand	KOR273856	05-Apr-2005
ST Acquisition, LLC	IMPERIAL	Thailand	KOR248922	03-Oct-2006
ST Acquisition,	IMPERIAL	United States	3443614	10-Jun-2008

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
LLC				
ST Acquisition, LLC	IMPERIAL	United States	336012	23-Jun-1936
ST Acquisition, LLC	IMPERIAL	United States	3438658	03-Jun-2008
ST Acquisition, LLC	IMPERIAL- DUBAI CUSTOMS	United Arab Emirates	2188448	20-Jun-2013
ST Acquisition, LLC	IMPERIAL- DUBAI CUSTOMS	United Arab Emirates	2188450	20-Jun-20 13
ST Acquisition, LLC	IMPERIAL- DUBAI CUSTOMS	United Arab Emirates	2188452	20-Jun-2013
ST Acquisition, LLC	IMPERIAL - SHARJAH CUSTOMS	United Arab Emirates	2188448	20-Jun-2013
ST Acquisition, LLC	IMPERIAL - SHARJAH CUSTOMS	United Arab Emirates	2188450	20-Jun-2013
ST Acquisition, LLC	IMPERIAL - SHARJAH CUSTOMS	United Arab Emirates	2188452	20-Jun-2013
ST Acquisition, LLC	“IMP”	United States	816,955	18-Oct-1966
ST Acquisition, LLC	BLACKBELT TOOLS	United States	4352838	18-Jun-2013
ST Acquisition, LLC	DEPENDABLE UNDER PRESSURE	European Community	1076368	15-Feb-2011
ST Acquisition, LLC	DEPENDABLE UNDER PRESSURE	India		
ST Acquisition, LLC	DEPENDABLE UNDER PRESSURE	India		
ST Acquisition, LLC	DEPENDABLE UNDER PRESSURE	India		
ST Acquisition, LLC	DEPENDABLE UNDER PRESSURE	India		
ST Acquisition, LLC	DEPENDABLE UNDER PRESSURE	Int'l Registration - Madrid Protocol Only	1076368	15-Feb-2011
ST Acquisition, LLC	DEPENDABLE UNDER PRESSURE	Japan	1076368	15-Feb-2011
ST Acquisition, LLC	DEPENDABLE UNDER PRESSURE	United States	3931162	15-Mar-2011

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
ST Acquisition, LLC	DIAMOND I logo	Argentina	2012588	23-Feb-2005
ST Acquisition, LLC	DIAMOND I logo	Argentina	2012589	23-Feb-2005
ST Acquisition, LLC	DIAMOND I logo	Argentina	2029335	31-May-2005
ST Acquisition, LLC	DIAMOND I LOGO	Australia	200662	15-Dec-1967
ST Acquisition, LLC	DIAMOND I logo	Australia	1053340	02-May-2005
ST Acquisition, LLC	DIAMOND I logo	Australia	183529	15-Oct-1963
ST Acquisition, LLC	DIAMOND I logo	Australia	200661	15-Oct-1963
ST Acquisition, LLC	DIAMOND I logo	Australia	200663	15-Oct-1963
ST Acquisition, LLC	DIAMOND I logo	Australia	200664	15-Oct-1963
ST Acquisition, LLC	DIAMOND I logo	Benelux	110872	31-Dec-1971
ST Acquisition, LLC	DIAMOND I logo	Brazil	004024893	18-Mar-1980
ST Acquisition, LLC	DIAMOND I logo	Brazil	007040580	25-Dec-1979
ST Acquisition, LLC	DIAMOND I logo	Brazil	828018383	28-Apr-2009
ST Acquisition, LLC	DIAMOND I logo	Brazil	003252442	08-Feb-1966
ST Acquisition, LLC	DIAMOND I logo	Canada	UCA010483	27-Dec-1937
ST Acquisition, LLC	DIAMOND I logo	Chile	894327	21-Jun-2010
ST Acquisition, LLC	DIAMOND I logo	Chile	894328	30-May-2010
ST Acquisition, LLC	DIAMOND I logo	China (People's Republic)	4551758	21-Jan-2008
ST Acquisition, LLC	DIAMOND I logo	China (People's Republic)	4551671	21-Dec-2007

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
ST Acquisition, LLC	DIAMOND I LOGO	China (People's Republic)	4551672	21-Dec-2007
ST Acquisition, LLC	DIAMOND I logo	European Community	2227957	17-Nov-2003
ST Acquisition, LLC	DIAMOND I logo	France	1691204	07-Feb-1992
ST Acquisition, LLC	DIAMOND I logo	Hong Kong	300230110	09-Jun-2004
ST Acquisition, LLC	DIAMOND I logo	India		
ST Acquisition, LLC	DIAMOND I logo	Indonesia	IMD000338256	18-Nov-2011
ST Acquisition, LLC	DIAMOND I logo	Japan	5203371	06-Feb-2009
ST Acquisition, LLC	DIAMOND I logo	Korea, Republic of	638266	08-Nov-2005
ST Acquisition, LLC	DIAMOND I logo	Mexico	184768	06-Sep-1974
ST Acquisition, LLC	DIAMOND I logo	Mexico	88265	12-Mar-1957
ST Acquisition, LLC	DIAMOND I logo	Mexico	187434	06-Feb-1975
ST Acquisition, LLC	DIAMOND I logo	Mexico	88450	29-Mar-1957
ST Acquisition, LLC	DIAMOND I logo	New Zealand	713089	02-Dec-2004
ST Acquisition, LLC	DIAMOND I logo	Norway	115550	02-Feb-1984
ST Acquisition, LLC	DIAMOND I logo	Norway	277168	13-Aug-2014
ST Acquisition, LLC	DIAMOND I logo	Singapore	T04/04872Z	11-Aug-2004
ST Acquisition, LLC	DIAMOND I logo	South Africa	197805341	15-Feb-1980
ST Acquisition, LLC	DIAMOND I logo	South Africa	197900047	09-May-1980
ST Acquisition, LLC	DIAMOND I logo	South Africa	197805340	15-Feb-1980

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
ST Acquisition, LLC	DIAMOND I logo	Taiwan	121805	30-Sep-1979
ST Acquisition, LLC	DIAMOND I logo	Taiwan	01229865	16-Sep-2006
ST Acquisition, LLC	DIAMOND I logo	Thailand	KOR251040	14-Nov-2006
ST Acquisition, LLC	DIAMOND I logo	Thailand	KOR248923	03-Oct-2006
ST Acquisition, LLC	DIAMOND I logo	Thailand	KOR248924	03-Oct-2006
ST Acquisition, LLC	DIAMOND I logo	United Arab Emirates	95440	17-Jun-2009
ST Acquisition, LLC	DIAMOND I logo	United Arab Emirates	96283	01-Sep-2009
ST Acquisition, LLC	DIAMOND I logo	United Arab Emirates	95441	17-Jun-2009
ST Acquisition, LLC	DIAMOND I logo	United Kingdom	2270018	13-Dec-2002
ST Acquisition, LLC	DIAMOND I logo	United States	336864	21-Jul-1936
ST Acquisition, LLC	DIAMOND I logo	United States	2774563	21-Oct-2003
ST Acquisition, LLC	DIAMOND I logo	United States	323212	09-Apr-1935
ST Acquisition, LLC	DIAMOND I logo	United States	336865	21-Jul-1936
ST Acquisition, LLC	DIAMOND I LOGO/IMPERIAL	Korea, Republic of	545245	15-Apr-2003
ST Acquisition, LLC	GRABBER	European Community	013974704	20-Dec-2015
ST Acquisition, LLC	HANDLE COLORS	United States	2805936	13-Jan-2004
ST Acquisition, LLC	HI-DUTY	Benelux	62651	24-Sep-1971
ST Acquisition, LLC	HI-DUTY	Canada	UCA009965	27-Dec-1937
ST Acquisition, LLC	HI-DUTY	Japan	1753414	25-Mar-1985

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
ST Acquisition, LLC	HI-DUTY	United States	543322	05-Jun-1951
ST Acquisition, LLC	HI-DUTY	United States	0266327	14-Jan-1930
ST Acquisition, LLC	IMPERIAL	Argentina	2082214	02-May-2006
ST Acquisition, LLC	IMPERIAL	Argentina	2082144	02-May-2006
ST Acquisition, LLC	IMPERIAL	Australia	1052474	26-Apr-2005
ST Acquisition, LLC	IMPERIAL	Australia	183528	15-Oct-1963
ST Acquisition, LLC	IMPERIAL	Australia	200657	15-Oct-1963
ST Acquisition, LLC	IMPERIAL	Australia	200658	15-Oct-1963
ST Acquisition, LLC	IMPERIAL	Australia	200659	15-Oct-1963
ST Acquisition, LLC	IMPERIAL	Australia	200660	15-Oct-1963
ST Acquisition, LLC	IMPERIAL	Benelux	110871	31-Dec-1971
ST Acquisition, LLC	IMPERIAL	Brazil		
ST Acquisition, LLC	IMPERIAL	Brazil	825135540	01-Jul-2008
ST Acquisition, LLC	IMPERIAL	Canada	UCA016043	27-Dec-1937
ST Acquisition, LLC	IMPERIAL	Canada	113881	24-Apr-1959
ST Acquisition, LLC	IMPERIAL	Chile	906310	16-Nov-2010
ST Acquisition, LLC	IMPERIAL	Chile	923737	06-Aug-2011
ST Acquisition, LLC	IMPERIAL	Chile	894326	21-Jun-2010
ST Acquisition, LLC	IMPERIAL	China (People's Republic)	1163	14-Apr-2009

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
ST Acquisition, LLC	IMPERIAL	China (People's Republic)	3469471	28-May-2008
ST Acquisition, LLC	IMPERIAL	China (People's Republic)	3469147	28-Aug-2004
ST Acquisition, LLC	IMPERIAL	China (People's Republic)	3469472	07-Aug-2004
ST Acquisition, LLC	IMPERIAL	China (People's Republic)	5235673	21-Apr-2009
ST Acquisition, LLC	IMPERIAL	Denmark	VR196502268	28-Aug-1965
ST Acquisition, LLC	IMPERIAL	European Community	2227775	07-Jan-2004
ST Acquisition, LLC	IMPERIAL	France	1691203	04-Sep-1991
ST Acquisition, LLC	IMPERIAL	Hong Kong	300230101AA	09-Jun-2004
ST Acquisition, LLC	IMPERIAL	India		
ST Acquisition, LLC	IMPERIAL	Indonesia	IDM000403915	08-Sep-2010
ST Acquisition, LLC	IMPERIAL	Japan	5436173	02-Sep-2011
ST Acquisition, LLC	IMPERIAL	Japan	618001	21-Jun-1963
ST Acquisition, LLC	IMPERIAL	Japan	5027400-2	23-Feb-2007
ST Acquisition, LLC	IMPERIAL	Korea, Republic of	40-0658147	10-Apr-2006
ST Acquisition, LLC	IMPERIAL	Mexico	55362	27-May-1947
ST Acquisition, LLC	IMPERIAL	Norway	230946	20-Feb-2006
ST Acquisition, LLC	IMPERIAL	Norway	278258	13-Oct-2014
ST Acquisition, LLC	IMPERIAL	South Africa	197805339	11-Jan-1980
ST Acquisition, LLC	IMPERIAL	South Africa	197900046	13-Jun-1980

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
ST Acquisition, LLC	IMPERIAL	South Africa	197805338	09-Nov-1979
ST Acquisition, LLC	IMPERIAL	Taiwan	01271644	16-Jul-2007
ST Acquisition, LLC	IMPERIAL	Taiwan	121786	01-Oct-1979
ST Acquisition, LLC	IMPERIAL	Thailand	KOR248922	03-Oct-2006
ST Acquisition, LLC	IMPERIAL	Thailand	KOR273856	05-Apr-2005
ST Acquisition, LLC	IMPERIAL	Thailand	KOR286139	05-Apr-2005
ST Acquisition, LLC	IMPERIAL	United Arab Emirates	95437	17-Jun-2009
ST Acquisition, LLC	IMPERIAL	United Arab Emirates	95438	17-Jun-2009
ST Acquisition, LLC	IMPERIAL	United Arab Emirates	95439	17-Jun-2009
ST Acquisition, LLC	IMPERIAL	United States	2318342	15-Feb-2000
ST Acquisition, LLC	IMPERIAL	United States	3438658	03-Jun-2008
ST Acquisition, LLC	IMPERIAL	United States	336012	23-Jun-1936
ST Acquisition, LLC	IMPERIAL	United States	3443614	10-Jun-2008
ST Acquisition, LLC	IMPERIAL	United States	336866	21-Jul-1936
ST Acquisition, LLC	IMPERIAL	United States	668214	14-Oct-1958
ST Acquisition, LLC	IMPERIAL EASTMAN	United States	1616729	09-Oct-1990
ST Acquisition, LLC	IMPERIAL EASTMAN & DIAMOND I logo	Singapore	T0616467J	10-Aug-2006
ST Acquisition, LLC	IMPERIAL EASTMAN & DIAMOND I logo	Singapore	T06164681	10-Aug-2006
ST Acquisition, LLC	IMPERIAL EASTMAN & DIAMOND I logo	Singapore	T0616842J	16-Aug-2006

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ST Acquisition, LLC	IMPERIAL EASTMAN & DIAMOND I logo	United States	1365190	15-Oct-1985
ST Acquisition, LLC	IMPERIAL-EASTMAN	Taiwan	121787	01-Oct-1979
ST Acquisition, LLC	KWIK CHARGE	United States	1037738	06-Apr-1976
ST Acquisition, LLC	KWIK-COUPLER	European Community	013974721	27-Aug-2015
ST Acquisition, LLC	KWIK-COUPLER	United States	4859313	24-Nov-2015
ST Acquisition, LLC	KWIK-TITE	United States	739,959	30-Oct-1962
ST Acquisition, LLC	MILBAR	Canada	439,316	10-Feb-1995
ST Acquisition, LLC	MILBAR	China (People's Republic)	830691	14-Apr-1996
ST Acquisition, LLC	MILBAR	Korea, Republic of	211141	13-Mar-1991
ST Acquisition, LLC	MILBAR	United States	826,391	28-Mar-1967
ST Acquisition, LLC	MILBAR	United States	1,147,072	17-Feb-1981
ST Acquisition, LLC	POLARSHIELD	Australia	1068853	04-Feb-2011
ST Acquisition, LLC	POLARSHIELD	Benelux	1068853	04-Feb-2011
ST Acquisition, LLC	POLARSHIELD	China (People's Republic)	1068853	04-Feb-2011
ST Acquisition, LLC	POLARSHIELD	European Community	108853	04-Feb-2011
ST Acquisition, LLC	POLARSHIELD	India		
ST Acquisition, LLC	POLARSHIELD	Int'l Registration. Madrid Protocol Only	1068853	04-Feb-2011
ST Acquisition, LLC	POLARSHIELD	Japan	1068853	04-Feb-2011
ST Acquisition,	POLARSHIELD	Korea, Republic of	1068853	04-Feb-2011

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LLC				
ST Acquisition, LLC	POLARSHIELD	Norway		
ST Acquisition, LLC	POLARSHIELD	Singapore	1068853	04-Feb-2011
ST Acquisition, LLC	POLARSHIELD	Taiwan	01522250	16-Jun-2012
ST Acquisition, LLC	POLARSHIELD	Thailand		
ST Acquisition, LLC	POLARSHIELD	United States	3,950,403	26-Apr-2011
ST Acquisition, LLC	QTR-TURN	United States	2322329	22-Feb-2000
ST Acquisition, LLC	SAFETYTWIST	United States	4,114,748	20-Mar-2012
ST Acquisition, LLC	STRIDE TOOL & LOGO	China (People's Republic)	5235675	14-Apr-2009
ST Acquisition, LLC	STRIDE TOOL (in english)	China (People's Republic)	4919116	07-Sep-2008
ST Acquisition, LLC	STRIDE TOOL (in english)	China (People's Republic)	4919118	07-Sep-2008
ST Acquisition, LLC	STRIDE TOOL SIDE-BY-SIDE LOGO	United States	4,002,137	26-Jul-2011
ST Acquisition, LLC	STRIDE TOOL STACKED LOGO	United States	3,954,042	03-May-2011
ST Acquisition, LLC	THE MILBAR COMPANY	Ohio	1792486	25-Mar-2013
ST Acquisition, LLC	TIGERWAVE	Canada		
ST Acquisition, LLC	TIGERWAVE	European Community	014024442	02-Sep-2015
ST Acquisition, LLC	TIGERWAVE	United States	4842755	27-Oct-2015
ST Acquisition, LLC	VECTOR	Korea, Republic of	40-330563	28-Dec-1995
ST Acquisition, LLC	www.BLACKBELTTOOLS.com	United States		11-May-2011
ST Acquisition,	www.imperial.tools	United States		17-Jun-2014

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
LLC				
ST Acquisition, LLC	www.imperial-tools.com	United States		19-Feb-1998
ST Acquisition, LLC	www.Milbar.com	United States		10-Nov-1999
ST Acquisition, LLC	www.stridetool.com domain name	United States		03-Aug-1995
ST Acquisition, LLC	www.stridetool.tools	United States		17-Jun-2014
ST Acquisition, LLC	www.Stridetoolcs.com	United States		31-Mar-2008
ST Acquisition, LLC	www.StrideTools.com	United States	2012649378	15-Mar-2016
ST Acquisition, LLC	www.Stshanghai.com	United States		18-Aug-2003
ST Acquisition, LLC	www.THERMAL ENGINEERINGCO .com	United States		13-Feb-2004
ST Acquisition, LLC	www.THERMAL ENGINEERING COMPANY.com	United States		13-Feb-2004

EXHIBIT 1

INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, _____ (“Grantor”) is the registered owner of the patents, patent rights, patent applications, trademarks, service marks, trade names, service trademark applications, service trade names, copyrights and copyright applications and licenses listed on **Schedule A** attached hereto and made a part hereof (“Assets”), which are registered in the United States Patent and Trademark Office and the United States Copyright Office, respectively; and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment to be executed as of the ____ day of _____ .

By: _____
Attorney-in-fact

Witness:

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : S.S.
COUNTY OF :

On this ____ day of _____ 20__, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of _____ and s/he acknowledged to me that s/he executed the foregoing Intellectual Property Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:_____