

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556007

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northern Tool & Equipment Company, Inc.		01/03/2020	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	90 South 7th Street, 18th Floor		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 49			
Property Type	Number	Word Mark	
Registration Number:	4748540	IRONTON	
Registration Number:	4961419	LOAD-QUIP	
Registration Number:	4994371	POWERHORSE	
Serial Number:	86589475	NORTH STAR PROVEN PERFORMANCE	
Registration Number:	4979422	STRONGWAY	
Registration Number:	5120159	KLUTCH	
Registration Number:	5082984	IRONTON	
Serial Number:	86630971	BRANNON	
Registration Number:	5024304	BANNON	
Registration Number:	5042724	STRONGWAY	
Registration Number:	4941385	IRONTON	
Registration Number:	5677448	ROUGHNECK	
Serial Number:	86938224	SURE FLEX	
Registration Number:	5219572	ROUGHNECK	
Serial Number:	86956740	KLUTCH	
Registration Number:	5219570	LOAD-QUIP	
Registration Number:	5237914	GRAVEL GEAR	
Registration Number:	5237920	NORTRAC	
Registration Number:	5173276	KOTULA'S	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5492705	POWERHORSE
Registration Number:	5158232	BANNON
Registration Number:	5229240	POWERHORSE
Registration Number:	5355780	NORTHERN TOOL & EQUIPMENT
Serial Number:	86970137	NORTH STAR PROVEN PERFORMANCE
Registration Number:	5233595	ULTRA-TOW
Registration Number:	5530724	IRONTON
Registration Number:	5661831	STRONGWAY
Registration Number:	5212016	KOTULA'S
Registration Number:	5675901	IRONTON
Serial Number:	87430514	NORTHSTAR
Registration Number:	5542027	GRAVEL GEAR
Registration Number:	5670997	KLUTCH
Registration Number:	5536736	POWERHORSE
Registration Number:	5536737	ROUGHNECK
Registration Number:	5675906	STRONGWAY
Registration Number:	5588252	BANNON
Serial Number:	87942047	BANNON
Serial Number:	87942042	ULTRA-TOW
Serial Number:	87942039	KLUTCH
Serial Number:	87942032	STRONGWAY
Serial Number:	87942024	POWERHORSE
Serial Number:	87942015	IRONTON
Serial Number:	88306070	BANNON
Serial Number:	88306047	IRONTON
Serial Number:	88306056	KLUTCH
Serial Number:	88306061	STRONGWAY
Serial Number:	88306064	NORTHSTAR
Serial Number:	88306066	NORTHSTAR PROVEN PERFORMANCE
Serial Number:	88394383	KLUTCH

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 South 7th Street, Suite 2200

Address Line 4: Minneapolis, MINNESOTA 55402

TRADEMARK

REEL: 006831 FRAME: 0168

NAME OF SUBMITTER:	Susan Carlson
SIGNATURE:	/e/ Susan Carlson
DATE SIGNED:	01/06/2020
Total Attachments: 5 source=Northern Tool Supplemental Trademarks#page1.tif source=Northern Tool Supplemental Trademarks#page2.tif source=Northern Tool Supplemental Trademarks#page3.tif source=Northern Tool Supplemental Trademarks#page4.tif source=Northern Tool Supplemental Trademarks#page5.tif	

**SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS SUPPLEMENTAL 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 "Supplemental Confirmatory Grant of Security Interest") is made effective as of January 3, 2020 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 April 10, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor entered into a Pledge and Security Agreement dated as of April 10, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") pursuant to which the Grantor granted a security interest in substantially all of the Grantor's personal property to secure the Secured Obligations (as defined in the Credit Agreement).

WHEREAS, in connection with the Security Agreement, the Grantor executed and delivered a Confirmatory Grant of Security Interest in United States Trademarks dated as of April 10, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Existing Confirmatory Grant of Security Interest") which was recorded with the United States Patent and Trademark Office on May 13, 2015 as reel/frame no. 5515/0001.

WHEREAS, in addition to the trademarks described in the Existing Confirmatory Grant of Security Interest, the Grantor owns the supplemental 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 Supplemental Confirmatory Grant of Security Interest is executed in conjunction with the security interest granted under each of the Security Agreement and the Existing Confirmatory Grant of Security Interest 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, the Existing Confirmatory Grant of Security Interest, and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplemental 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.

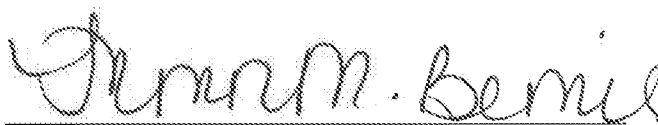
(a) This Supplemental Confirmatory Grant of Security Interest is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of each Loan Guarantor under the Guaranty. Upon the payment in full of all Secured Obligations (other 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, the Existing Confirmatory Grant of Security Interest and this Supplemental 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 SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF MINNESOTA.**

IN WITNESS WHEREOF, the Grantor has executed this Supplemental Confirmatory Grant of Security Interest effective as of the date first written above.

**NORTHERN TOOL & EQUIPMENT COMPANY,
INC.**

By: 
Name: Lynn M. Bemis
Title: Vice President of Finance

SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

TITLE	APPLICATION NUMBER	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE
Ironton (child)	85/975,007	Feb 13, 2015	4748540	Jun 2, 2015
Load-Quip	86/582,305	Mar 31, 2015	4961419	May 17, 2016
Powerhorse	86/588,266	Apr 6, 2015	4994371	Jul 5, 2016
North Star Proven Performance	86/589,475	Apr 7, 2015		
Strongway	86/589,513	Apr 7, 2015	4979422	Jun 14, 2016
Klutch	86/601,253	Apr 17, 2015	5120159	Jan 10, 2017
Ironton	86/601,336	Apr 17, 2015	5082984	Nov 15, 2016
Brannon	86/630,971	May 15, 2015		
Bannon	86/723,741	Aug 13, 2015	5024304	Aug 16, 2016
Strongway	86/755,020	Sep 12, 2015	5042724	Sep 13, 2016
Ironton	86/769,858	Sep 27, 2015	4941385	Apr 19, 2016
Roughneck	86/790,346	Oct 16, 2015	5677448	Feb 19, 2019
SURE FLEX	86/938,224	Mar 13, 2016		
ROUGHNECK	86/955,417	Mar 28, 2016	5219572	Jun 6, 2017
KLUTCH	86/956,740	Mar 29, 2016		
LOAD-QUIP	86/955,188	Mar 29, 2016	5219570	Jun 6, 2017
GRAVEL GEAR	86/956,829	Mar 29, 2016	5237914	Jul 4, 2017
NORTRAC	86/958,432	Mar 30, 2016	5237920	Jul 4, 2017
KOTULA'S	86/958,246	Mar 30, 2016	5173276	Mar 28, 2017
POWERHORSE (parent application)	86/961,132	Apr 1, 2016	5492705	Jun 12, 2018
BANNON	86/960,974	Apr 1, 2016	5158232	Mar 7, 2017
POWERHORSE (child application)	86/982,248	Apr 1, 2016	5229240	Jun 20, 2017
NORTHERN TOOL & EQUIPMENT	86/962,981	Apr 4, 2016	5355780	Dec 12, 2017
North Star Proven Performance	86/970,137	Apr 9, 2016		
ULTRA-TOW	86/970,164	Apr 9, 2016	5233595	Jun 27, 2017
IRONTON	86/970,413	Apr 10, 2016	5530724	Jul 31, 2018
STRONGWAY	86/970,406	Apr 10, 2016	5661831	Jan 22, 2019
KOTULA'S	87/016,459	Apr 27, 2016	5212016	May 30, 2017
Ironton (2017 Expansion)	87/426,799	Apr 26, 2017	5675901	Feb 12, 2019
NORTHSTAR (2017 Expansion)	87/430,514	Apr 28, 2017		
GRAVEL GEAR (2017 Expansion)	87/430,329	Apr 28, 2017	5542027	Aug 14, 2018
KLUTCH (2017 Expansion)	87/430,399	Apr 28, 2017	5670997	Feb 5, 2019
POWERHORSE (2017 Expansion)	87/430,430	Apr 28, 2017	5536736	Aug 7, 2018
ROUGHNECK (2017 Expansion)	87/430,451	Apr 28, 2017	5536737	Aug 7, 2018

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TITLE	APPLICATION NUMBER	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE
STRONGWAY (2017 Expansion)	87/430,482	Apr 28, 2017	5675906	Feb 12, 2019
BANNON (2017 Expansion)	87/430,495	Apr 28, 2017	5588252	Oct 16, 2018
BANNON	87/942,047	May 30, 2018		
ULTRA-TOW	87/942,042	May 30, 2018		
Klutch	87/942,039	May 30, 2018		
STRONGWAY	87/942,032	May 30, 2018		
POWERHORSE	87/942,024	May 30, 2018		
IRONTON	87/942,015	May 30, 2018		
Bannon (2019)	88/306,070	Feb 18, 2019		
Ironton (2019)	88/306,047	Feb 18, 2019		
Klutch	88/306,056	Feb 18, 2019		
Strongway (2019)	88/306,061	Feb 18, 2019		
Northstar (2019)	88/306,064	Feb 18, 2019		
Northstar Proven Performance (2019)	88/306,066	Feb 18, 2019		
Klutch	88/394,383	Apr 16, 2019		

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