

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PULL'R HOLDINGS, LLC		10/07/2003	Limited liability company: DELAWARE

RECEIVING PARTY DATA

Name:	Merrill Lynch Business Financial Services Inc.
Street Address:	222 N. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	418910	
Serial Number:	76381841	BUCKET BOSS
Registration Number:	1625661	BUCKET BOSS
Registration Number:	1927061	BUCKET SEAT
Registration Number:	1925038	BUCKET STACKER
Registration Number:	1856553	CHUTES
Registration Number:	1962513	CONTRACTOR'S BRIEFCASE
Registration Number:	1953797	DUCK WEAR
Registration Number:	2270291	GATE MOUTH
Registration Number:	2355740	GATEMOUTH GUNNER
Registration Number:	1888076	HANDY BELT
Registration Number:	1801891	HANDYBOSS
Registration Number:	1918757	KNEE KEEPERS
Registration Number:	1774052	PARACHUTE BAG

OP \$465.00 418910

Registration Number:	1872587	LIARS SUSPENDERS
Registration Number:	1921556	POWER PAD
Registration Number:	1794508	RIGGER'S BAG
Registration Number:	2100663	BUCKETLESS BOSS

CORRESPONDENCE DATA

Fax Number: (312)863-7442

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-201-3863

Email: mary.schmidt@goldbergkohn.com

Correspondent Name: Mary A. Schmidt

Address Line 1: 55 E. Monroe Street, Suite 3700

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4613.036
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NAME OF SUBMITTER:	Mary A. Schmidt
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Total Attachments: 4
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TRADEMARK AND PATENT MORTGAGE

THIS TRADEMARK AND PATENT MORTGAGE (this "Mortgage"), made as of the 7th day of October 2003 by and between PULL'R HOLDINGS LLC., a Delaware limited liability company (the "Customer"), and MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., a Delaware corporation ("MLBFS").

W I T N E S S E T H

WHEREAS, pursuant to a certain WCMA LOAN AND SECURITY AGREEMENT and a TERM LOAN AND SECURITY AGREEMENT, each dated as of October 7, 2003 executed between the Customer and MLBFS (each as amended or otherwise modified from time to time, collectively the "Loan Agreements"), to secure certain obligations, liabilities and indebtedness from time to time owing by the Customer to MLBFS, the Customer has granted to MLBFS a continuing security interest in certain of the Customer's assets, including, without limitation, the Trademarks and Patents (as defined below);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Customer and MLBFS agree as follows:

1. Incorporation of Loan Agreement Definitions. The Loan Agreements and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreements.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, the Customer hereby grants to MLBFS, and hereby reaffirms its prior grant pursuant to the Loan Agreements of, a continuing security interest in the Customer's entire right, title and interest in and to:

(i) all of its trademarks, trademark applications and trademark registrations listed on Schedule A attached hereto, and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks" provided that Trademarks will not include "intent to use" trademark filings until such time as Pledgor begins to use such trademarks); and

(ii) all of its patents and patent applications listed on Schedule B attached hereto, and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents").

3. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Loan Agreements have been terminated in accordance with their terms.

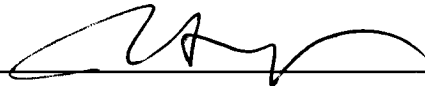
4. Effect on Other Agreements; Cumulative Remedies. Upon the occurrence and during the continuance of any default or Event of Default under any of the Loan Agreements, MLBFS may exercise any or all of the remedies of a secured party under applicable law and in equity, including but not limited to, the UCC. The Customer acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of MLBFS under the Loan Agreements but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of MLBFS with respect to the Trademarks and Patents, whether established hereby or by the Loan Agreements, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

5. Binding Effect; Benefits. This Mortgage shall be binding upon the Customer and its respective successors and assigns, and shall inure to the benefit of the MLBFS and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE. MLBFS AND CUSTOMER HEREBY EACH EXPRESLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLALAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER WITH RESPECT TO THIS AGREEMENT OR ANY TRANSACTIONS WHICH ARE THE SUBJECT MATTER OF THIS AGREEMENT.


IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

PULL'R HOLDINGS LLC

By  _____
Its President & CEO _____

Accepted and Agreed to as of the date first written above:

MERRILL LYNCH BUSINESS FINANCIAL
SERVICES INC.

By  _____
Its Senior Documentation Mgr. _____

SCHEDULE A

TRADEMARKS

SCHEDULE OF REGISTERED AND PENDING TRADEMARKS

TRADEMARK							
BUCKET BOSS	Class 0: TOOL CARRIERS.	CA	701941	3/30/1992	418910	10/29/1993	REG
BUCKET BOSS	Class 8: TOOL APRONS, TOOL BELTS AND POUCHES AND TOOL HOLDERS MOUNTED ON TOOL BELTS; FABRIC TOOL ORGANIZERS, SOLD EMPTY. Class 9: KNEE PADS FOR WORKERS. Class 18: TOOL BAGS, SOLD EMPTY. Class 20: NON-METAL TRAYS FOR HOLDING HARDWARE, FASTENERS AND THE LIKE. Class 21: NON-METAL COVER FOR A PAIL WHICH ALLOWS THE PAIL AND COVER TO FUNCTION AS A SEAT	US	76/381841	3/14/2002			PEN
BUCKET BOSS	Class 8: TOOL POUCH WHICH FITS OVER A BUCKET.	US	74/011637	12/18/1989	1625661	12/4/1990	REG
BUCKET SEAT	Class 21: NON-METAL BUCKET COVER WHICH ALSO ALLOWS THE BUCKET TO FUNCTION AS A SEAT.	US	74/477260	1/7/1994	1927061	10/17/1995	REG
BUCKET STACKER	Class 6: TRAYS FOR HOLDING HARDWARE AND FASTENERS.	US	74/477258	1/7/1994	1925038	10/10/1995	REG
CHUTES	Class 8: SOFT DIVIDED POUCHES FOR HOLDING TOOLS, HARDWARE AND FASTENERS SOLD EMPTY.	US	74/411468	7/9/1993	1856553	10/4/1994	REG
CONTRACTOR'S BRIEFCASE	Class 18: ATTACHE-STYLE ALL PURPOSE CARRYING BAG.	US	74/491394	2/16/1994	1962513	3/12/1996	REG
DUCK WEAR	Class 8: TOOL POUCHES IN THE NATURE OF TOOL BELTS AND TOOL APRONS.	US	74/477488	9/1/1995	1953797	1/30/1996	REG
GATE MOUTH	Class 18: TOOL BAGS SOLD EMPTY.	US	75/375323	10/17/1997	2270291	8/17/1999	REG
GATEMOUTH GUNNER	Class 18: CANVAS BAGS INTENDED TO CONTAIN PNEUMATIC NAILERS, SOLD EMPTY.	US	75/374005	10/16/1997	2355740	6/6/2000	REG
HANDY BELT	Class 8: TOOL BELTS.	US	74/430271	8/25/1994	1888076	4/4/1995	REG
HANDYBOSS	Class 8: TOOL POUCH WHICH FITS OVER A BUCKET.	US	74/233769	12/23/1991	1801891	11/2/1993	REG
KNEE KEEPER	Class 9: KNEE PADS FOR WORKERS.	US	74/461939	11/12/1993	1918757	9/12/1995	REG
PARACHUTE BAG	Class 6: HOLDER FOR HARDWARE GOODS AND FASTENERS.	US	74/301641	8/6/1992	1774052	6/1/1993	REG
LIARS SUSPENDERS	Class 25: BRACES, NAMELY SUSPENDERS.	US	74/477257	1/7/1994	1872587	10-Jan-95	REG
POWER PAD	Class 9: PROTECTIVE CLOTHING, NAMELY KNEE PADS FOR GARDENING AND CONSTRUCTION USE.	US	74/408582	6/30/1993	1921556	26-Sep-95	REG
RIGGER'S BAG	Class 18: TOOL BAG SOLD EMPTY.	US	74/302947	6/25/1993	1794508	21-Sep-93	REG
BUCKETLESS BOSS	Class 18: TOOL BAGS SOLD EMPTY.	US	74/667555	4/27/1995	2100663	30-Sep-97	REG

SCHEDULE B

PATENTS

SCHEDULE OF PATENTS

BUCKET MOUNTED TOOL CARRIER	US	D 388919	1/6/1998	29/056255	6/18/1996	1/6/2012	GRA
BUCKET MOUNTED TOOL CARRIER	US	D 396912	8/11/1998	29/050192	2/12/1996	8/11/2012	GRA
BUCKET TOOL ORGANIZER WITH HOLSTER	US	D 414337	9/28/1999	29/092010	8/11/1998	9/28/2013	GRA
COVER FOR BUCKET MOUNTED TOOL CARRIER	US	5429265	7/4/1995	08/368231	1/3/1995	7/4/2012	GRA
KNEE PAD	US	D 361162	8/8/1995	29/023048	5/17/1994	8/8/2009	GRA
TOOL CARRIER	US	D 355062	1/31/1995	29/003413	1/11/1993	1/31/2009	GRA
TOOL CARRIER-ORGANIZER	US	5797491	8/25/1998	08/643176	5/6/1996	5/6/2016	GRA
TOOL ORGANIZER	US	D 376454	12/10/1996	29/029938	10/19/1994	12/10/2010	GRA
TRAY ORGANIZER	US	5669498	9/23/1997	08/674983	7/3/1996	8/26/2014	GRA