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
JPW Industries Inc.	FORMERLY Walter Meier (Manufacturing) Inc.	11/12/2013	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Fifth Street Finance Corp., as Agent
Street Address:	10 Bank Street, 12th Floor
City:	White Plains
State/Country:	NEW YORK
Postal Code:	10606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	2020382	16-32
Registration Number:	2087770	ACCU-FENCE
Registration Number:	4207144	B.A.S.H
Registration Number:	1260370	BETTER BY DESIGN
Registration Number:	2069653	COLUMBIAN
Registration Number:	2838438	COLUMBIAN
Registration Number:	1955746	COLUMBIAN
Registration Number:	1244225	HARGRAVE
Registration Number:	0505397	HARGRAVE
Registration Number:	0713132	JET
Registration Number:	1361447	JET
Registration Number:	1347267	JET
Registration Number:	0834306	JET
Registration Number:	3084434	JET

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Registration Number:	3627037	JET
Registration Number:	4278038	JET RED ASSURANCE
Registration Number:	4278037	JET RED ASSURANCE
Registration Number:	1414715	
Registration Number:	2703560	
Registration Number:	2886324	
Registration Number:	2920205	MULTI-GRIP
Registration Number:	1164408	PERMA-PAD
Registration Number:	1505597	POLISHMASTER
Registration Number:	0864932	POWERMATIC
Registration Number:	0644702	POWERMATIC
Registration Number:	0774945	SQUARE WHEEL
Registration Number:	0294181	SUPERCLAMP
Registration Number:	0761312	SUPER-JUNIOR
Registration Number:	2836648	THE GOLD STANDARD SINCE 1921
Registration Number:	4176557	TURBOCONE
Registration Number:	4176558	VORTEX CONE
Registration Number:	2834320	WILTON
Registration Number:	1153647	WILTON
Registration Number:	0533620	WILTON
Registration Number:	2897072	WILTON
Registration Number:	2281185	XACTA
Serial Number:	85327107	UNBREAKABLE

CORRESPONDENCE DATA

Fax Number: 6175269899

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	28514/119
NAME OF SUBMITTER:	Christine Slattery
Signature:	

	/Christine Slattery/
Date:	01/30/2014

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 12th day of November, 2013, by JPW Industries Inc. (f/k/a Walter Meier (Manufacturing) Inc. and WMH Tool Group, Inc.), a Washington corporation ("Grantor"), in favor of Fifth Street Finance Corp., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Second Lien Credit Agreement dated as of November 12, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Second Lien Guarantee and Collateral Agreement dated as of November 12, 2013 among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a lien on and security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any such Trademark, or (b) injury to the goodwill associated with any such Trademark.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

JPW INDUSTRIES INC.

By _____
Name: Michael Green
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

Agreed and Accepted
As of the Date First Written Above

FIFTH STREET FINANCE CORP.,
as Agent

By: Fifth Street Management LLC, a Delaware
limited liability company, its agent

By: _____
Name: Ivelin M. Dimitrov
Title: Chief Investment Officer

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark Description	U.S. Registration No.	Date Registered
16-32	2,020,382	12/3/1996
ACCU-FENCE	2,087,770	8/12/1997
B.A.S.H	4,207,144	9/11/2012
BETTER BY DESIGN	1,260,370	12/6/1983
COLUMBIAN	2,069,653	6/10/1997
COLUMBIAN	2,838,438	5/4/2004
COLUMBIAN (Stylized)	1,955,746	2/13/1996
HARGRAVE	1,244,225	7/5/1983
HARGRAVE	505,397	1/4/1949
JET	713,132	3/28/1961
JET	1,361,447	9/24/1985
JET	1,347,267	7/9/1985
JET	834,306	8/29/1967
JET	3,084,434	4/25/2006
JET & Design	3,627,037	5/26/2009
JET RED ASSURANCE	4,278,038	1/22/2013
JET RED ASSURANCE & Design	4,278,037	1/22/2013
MISC. DESIGN (Bench Vise) 1	1,414,715	10/28/1986
MISC. DESIGN (Bench Vise) 2	2,703,560	4/8/2003
MISC. DESIGN (Gold Color)	2,886,324	9/21/2004

Trademark Description	U.S. Registration No.	Date Registered
MULTI-GRIP	2,920,205	1/18/2005
PERMA-PAD	1,164,408	8/11/1981
POLISHMASTER	1,505,597	9/27/1988
POWERMATIC	864,932	2/18/1969
POWERMATIC	644,702	4/30/1957
SQUARE WHEEL	774,945	8/11/1964
SUPERCLAMP	294,181	5/24/1932
SUPER-JUNIOR	761,312	12/10/1963
THE GOLD STANDARD SINCE 1921	2,836,648	4/27/2004
TURBOCONE	4,176,557	7/17/2012
VORTEX CONE	4,176,558	7/17/2012
WILTON	2,834,320	4/20/2004
WILTON	1,153,647	5/12/1981
WILTON	533,620	11/21/1948
WILTON (Stylized) & Design	2,897,072	10/26/2004
XACTA	2,281,185	9/28/1999

TRADEMARK APPLICATIONS

Trademark Application Description	U.S. Application No.	Date Applied
UNBREAKABLE	85/327,107	5/23/2011