

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
ALLTRADE TOOLS, LLC		07/02/2013	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	NEWSTAR BUSINESS CREDIT, LLC
Street Address:	8080 North Central Expressway, Suite 800
City:	Dallas
State/Country:	TEXAS
Postal Code:	75206
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Serial Number:	85443517	TOOL HOUSE
Serial Number:	85591193	ZEON
Serial Number:	85383978	MODERN TRIBES
Serial Number:	85368411	KILIMANJARO
Registration Number:	4273159	ROTO-LITE
Serial Number:	85687649	GPS
Registration Number:	4143789	UNI JACK
Registration Number:	3092457	AMERICA'S GLOBAL TOOL COMPANY
Registration Number:	3054764	PRONTO
Registration Number:	3346025	GOT WRENCH
Registration Number:	3345920	HV
Registration Number:	3393258	HV
Registration Number:	3412905	POWER GLOW
Registration Number:	3092239	THE ENFORCER

TRADEMARK

Registration Number:	3044678	PRONTO
Registration Number:	3038374	XXL
Registration Number:	2923496	AIR-PLUS
Registration Number:	3261969	CREWLINE
Registration Number:	2916502	WORKSMITH
Registration Number:	2916477	TRADES PRO
Registration Number:	2916455	CREWLINE
Registration Number:	2797874	MASTERGRIP TOOLS BUILT TO LAST
Registration Number:	2797873	MASTERGRIP
Registration Number:	3551748	SQUEEZE KNIFE
Registration Number:	3905908	TRIPLELIFT
Registration Number:	3556582	TRADES PRO
Registration Number:	3556581	A ALLTRADE
Registration Number:	3561860	UNISOURCE
Registration Number:	3648110	ARMOR DIPPED
Registration Number:	2642603	SERIOUS TOOLS FOR SERIOUS WORK
Registration Number:	2627963	MASTERGRIP TOOLS BUILT TO LAST
Registration Number:	2565291	MASTERGRIP
Registration Number:	2539953	POWERBUILT
Registration Number:	2567355	WIDE LOAD
Registration Number:	2760150	ALLSPACE
Registration Number:	2777199	GARAGE IN A BOX
Registration Number:	2825601	CREWLINE
Registration Number:	2509027	CUTZALL
Registration Number:	2045158	POWERBUILT
Registration Number:	2353776	FRACTIONIER
Registration Number:	2419670	THE RIGHT TOOL FOR THE RIGHT PROJECT
Registration Number:	2363063	MUSCLE WRENCH
Registration Number:	2412848	POWERBUILT
Registration Number:	2253008	TEAM MECHANIX
Registration Number:	2228071	A ALLTRADE
Registration Number:	2227948	ALLTRADE
Registration Number:	2302558	Z-DRIVE
Registration Number:	1988079	SMART DRIVER
Registration Number:	1828117	TOOLSMITH

	1556706	VISION
Registration Number:	1518462	A ALLTRADE
Registration Number:	1383075	TOOLSMITH
Registration Number:	1337696	A ALLTRADE
Registration Number:	1331627	A ALLTRADE

CORRESPONDENCE DATA

Fax Number: 2147455390
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 214.745.5370
Email: jmuennink@winstead.com
Correspondent Name: Janie Muennink c/o Winstead PC
Address Line 1: P.O. Box 131851
Address Line 4: Dallas, TEXAS 75313

ATTORNEY DOCKET NUMBER:	54897-5
NAME OF SUBMITTER:	Janie Muennink
Signature:	/Janie Muennink/
Date:	07/10/2013

Total Attachments: 17

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this agreement, together with all amendments and restatements, this "Agreement"), dated as of July 2, 2013, made by ALLTRADE TOOLS, LLC, a California limited liability company (including any permitted successors and assigns, collectively, the "Grantors" and each, a "Grantor"), in favor of NEWSTAR BUSINESS CREDIT, LLC, a Delaware limited liability company, as Administrative Agent (as defined in the Loan Agreement described below), for its benefit and the benefit of each Lender Party (as defined in the Loan Agreement described below) (Administrative Agent in such capacity, "Secured Party").

BACKGROUND.

Grantors, as Borrowers, Administrative Agent, and the Lenders party thereto have entered into the Loan and Security Agreement dated as of the date hereof (such agreement, together with all amendments and restatements, the "Loan Agreement").

Pursuant to the Loan Agreement, and to secure the Obligations under the Loan Agreement, each Grantor granted to the Secured Party, for the benefit of each Lender Party, a security interest in the entire right, title, and interest of such Grantor in and to certain property of such Grantor, whether now or hereafter existing, owned, arising or acquired.

It is the intention of the parties hereto that this Agreement create a first priority security interest in property of each Grantor in favor of Secured Party for the benefit of the Lender Parties securing the payment and performance of the Obligations. Such security interest is subject to liens that are permitted under the terms of the Loan Agreement.

It is a condition precedent to the effectiveness of the Loan Agreement that each Grantor shall have executed and delivered this Agreement.

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, and in order to induce the Lender Parties to make the Loans under the Loan Agreement and to extend other credit and financial accommodations under the Loan Documents, each Grantor hereby agrees with the Secured Party, for the benefit of each Lender Party, as follows:

AGREEMENT

Each Grantor and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Loan Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Copyright License" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by such Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Copyright Office" means the United States Copyright Office.

"Copyrights" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to (a) all copyright rights in any work subject to the copyright laws of any Governmental Authority, whether as author, assignee, transferee, or otherwise, (b) all registrations and applications for registration of any such copyright in any Governmental Authority, including registrations, recordings, supplemental registrations, and pending applications for registration in any jurisdiction, and (c) all rights to use and/or sell any of the foregoing.

"Patent and Trademark Office" means the United States Patent and Trademark Office.

"Patent License" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by such Grantor or which such Grantor otherwise has the right to license, is in existence, or granting to such Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of such Grantor under any such agreement.

"Patents" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to (a) all letters patent of any Governmental Authority, all registrations and recordings thereof, and all applications for letters patent of any Governmental Authority, and (b) all reissues, continuations, divisions, continuations-in-part, renewals, or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Trademark License" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by such Grantor or which such Grantor otherwise has the right to license, or granting to such Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Trademarks" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to (a) all trademarks, service

marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, (d) all rights to use and/or sell any of the foregoing, and (e) the portion of the business to which each trademark pertains.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by any Grantor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, each Grantor hereby assigns, transfers, conveys, and grants to the Secured Party, for the benefit of each Lender Party, a security interest in and mortgage upon all of such Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which such Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) All of such Grantor's present and future Copyrights, including, without limitation, those listed in Schedule A to this Agreement;

(ii) All of such Grantor's present and future Patents, including, without limitation, those listed in Schedule B to this Agreement;

(iii) All of such Grantor's present and future Trademarks, including, without limitation, those listed in Schedule C to this Agreement;

(iv) All of such Grantor's right, title and interest in and to any and all present and future Copyright Licenses, Patent Licenses, and Trademark Licenses;

(v) All present and future accounts and other rights to payment arising from, in connection with or relating to the Copyrights, the Patents, and the Trademarks; and

(vi) All cash and non-cash proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Each Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Loan Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Loan Agreement and the other Loan Documents. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in the Loan Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Each Grantor represents and warrants to Secured Party that:

(a) Copyrights. A true and correct list of all of such Grantor's material United States Copyrights is set forth in Schedule A.

(b) Patents. A true and correct list of all of such Grantor's United States material Patents is set forth in Schedule B.

(c) Trademarks. A true and correct list of all of such Grantor's United States material Trademarks is set forth in Schedule C.

SECTION 5. Further Acts. On a continuing basis, each Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable and requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure such Grantor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the Copyright Office, the Patent and Trademark Office or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the Copyright Office or the Patent and Trademark Office, as applicable, at the expense of Grantors. In addition, each Grantor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If any Grantor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, such Grantor shall immediately notify Secured Party in a writing signed by such Grantor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement. Each Grantor shall give Secured Party prompt notice of any additional United States Copyrights, Patents or Trademarks after the date hereof. Each Grantor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A, B or C, as applicable, to include any future United States Copyrights, Patents, or Trademarks of such Grantor. Notwithstanding the foregoing, no failure to so modify

this Agreement or amend Schedule A, B, or C shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A, B or C.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantors, Secured Party and their respective successors and assigns. No Grantor may assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Texas, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Texas.

SECTION 9. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement or any other Loan Document, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement and the other Loan Documents.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic copy shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or electronic copy shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Grantors' expense) shall promptly execute and deliver to Grantors such documents and instruments reasonably requested by Grantors as shall be necessary to evidence termination of all such security interests given by Grantors to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the Copyright Office or the Patent and Trademark Office, as applicable.

SECTION 12. No Inconsistent Requirements. Each Grantor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in

connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and each Grantor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

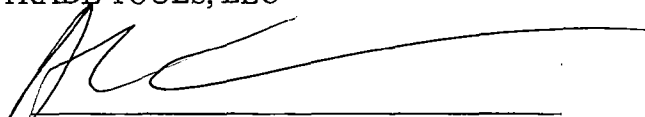
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IN WITNESS WHEREOF, each Grantor and the Secured Party have executed this Agreement as of the date first above written.

GRANTORS:

ALLTRADE TOOLS, LLC

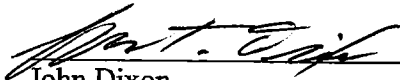
By:



Andy Livian
Chief Executive Officer

SECURED PARTY:

NEWSTAR BUSINESS CREDIT, LLC

By: 
John Dixon
Senior Vice President

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SCHEDULE A

Copyrights

None.

SCHEDULE B

Patents

1. US Patent No.: US 8,201,807 B2, dated Jun. 19, 2012
2. US Patent No.: US D645,059 S, dated Sep. 13, 2011
3. US Patent No.: US 7,891,098 B2, dated Feb. 22, 2011
4. US Patent No.: US 7,878,482 B2, dated Feb. 1, 2011
5. US Patent No.: US D625,073 S, dated Oct. 5, 2010
6. US Patent No.: US 622,471 S, dated Aug. 24, 2010
7. US Patent No.: US D620,669 S, dated Jul. 27, 2010
8. US Patent No.: US D608,072 S, dated Jan. 12, 2010
9. US Patent No.: US 7,640,737 B2, dated Jan. 5, 2010
10. US Patent No.: US 7,597,524 B2, dated Oct. 6, 2009
11. US Patent No.: US 7,546,810 B2, dated Jun. 16, 2009
12. US Patent No.: US 7,506,456 B2, dated Mar. 24, 2009
13. US Patent No.: US 7,490,500 B2, dated Feb. 17, 2009
14. US Patent No.: US 7,481,438 B2, dated Jan. 27, 2009
15. US Patent No.: US 7,461,593 B2, dated Dec. 9, 2008
16. US Patent No.: US D574,859 S, dated Aug. 12, 2008
17. US Patent No.: US D574,017 S, dated Jul. 29, 2008
18. US Patent No.: US 7,404,563 B2, dated Jul. 29, 2008
19. US Patent No.: US D573,324 S, dated Jul. 15, 2008
20. US Patent No.: US 7,384,245 B2, dated Jun. 10, 2008
21. US Patent No.: US D568,137 S, dated May 6, 2008
22. US Patent No.: US 7,341,006 B2, dated Mar. 11, 2008
23. US Patent No.: US D563,623 S, dated Mar. 4, 2008
24. US Patent No.: US 7,322,110 B2, dated Jan. 29, 2008
25. US Patent No.: US D559,273 S, dated Jan. 8, 2008
26. US Patent No.: US 7,311,048 B2, dated Dec. 25, 2007
27. US Patent No.: US 7,304,852 B2, dated Dec. 4, 2007
28. US Patent No.: US D553,158 S, dated Oct. 16, 2007
29. US Patent No.: US 7,258,230 B2, dated Aug. 21, 2007
30. US Patent No.: US D548,922 S, dated Aug. 14, 2007
31. US Patent No.: US D548,032 S, dated Aug. 7, 2007
32. US Patent No.: US D547,517 S, dated Jul. 24, 2007
33. US Patent No.: US 7,237,987 B2, dated Jul. 3, 2007
34. US Patent No.: US D541,305 S, dated Apr. 24, 2007
35. US Patent No.: US D538,502 S, dated Mar. 13, 2007
36. US Patent No.: US 537,225 S, dated Feb. 20, 2007
37. US Patent No.: US 7,174,654 B2, dated Feb. 13, 2007
38. US Patent No.: US 7,140,279 B2, dated Nov. 28, 2006
39. US Patent No.: US D532,177 S, dated Nov. 14, 2006
40. US Patent No.: US 7,131,535 B2, dated Nov. 7, 2006
41. US Patent No.: US D531,193 S, dated Oct. 31, 2006
42. US Patent No.: US D530,514 S, dated Oct. 24, 2006
43. US Patent No.: US 7,097,398 B2, dated Aug. 29, 2006

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44. US Patent No.: US 7,096,596 B2, dated Aug. 29, 2006
45. US Patent No.: US D524,540 S, dated Jul. 11, 2006
46. US Patent No.: US 7,070,169 B2, dated Jul. 4, 2006
47. US Patent No.: US D515,768 S, dated Feb. 21, 2006
48. US Patent No.: US D513,619 S, dated Jan. 17, 2006
49. US Patent No.: US 6,966,564 B2, dated Nov. 22, 2005
50. US Patent No.: US 6,966,165 B2, dated Nov. 22, 2005
51. US Patent No.: US 6,959,917 B2, dated Nov. 1, 2005
52. US Patent No.: US 6,902,174 B2, dated Jun. 7, 2005
53. US Patent No.: US 6,871,861 B2, dated Mar. 29, 2005
54. US Patent No.: US D502,849 S, dated Mar. 15, 2005
55. US Patent No.: US D498,899 S, dated Nov. 30, 2004
56. US Patent No.: US D495,029 S, dated Aug. 24, 2004
57. US Patent No.: US D494,825 S, dated Aug. 24, 2004
58. US Patent No.: US D494,824 S, dated Aug. 24, 2004
59. US Patent No.: US D492,179 S, dated Jun. 29, 2004
60. US Patent No.: US D489,506 S, dated May 4, 2004
61. US Patent No.: US D481,291 S, dated Oct. 28, 2003
62. US Patent No.: US D475,260 S, dated Jun. 3, 2003
63. US Patent No.: US D475,175 S, dated Jun. 3, 2003
64. US Patent No.: US 6,513,946 B2, dated Feb. 4, 2003
65. US Patent No.: US D468,512 S, dated Jan. 7, 2003
66. US Patent No.: US D461,382 S, dated Aug. 13, 2002
67. US Patent No.: US D460,237 S, dated Jul. 9, 2002
68. US Patent No.: US D459,885 S, dated Jul. 9, 2002
69. US Patent No.: US 6,266,859 B1, dated Jul. 31, 2001
70. US Patent No.: US D438,684 S, dated Mar. 6, 2001
71. US Patent No.: 6,092,440 dated: Jul. 25, 2000
72. US Patent No.: Des. 426,447 dated: Jun. 13, 2000
73. US Patent No.: Des. 426,446 dated: Jun. 13, 2000
74. US Patent No.: Des. 425,282 dated: May 16, 2000
75. US Patent No.: Des. 424,899 dated: May 16, 2000
76. US Patent No.: Des. 424,836 dated: May 16, 2000
77. US Patent No.: Des. 424,428 dated: May 9, 2000
78. US Patent No.: Des. 421,351 dated: Mar. 7, 2000
79. US Patent No.: Des. 419,335 dated: Jan. 25, 2000
80. US Patent No.: 6,016,723 dated: Jan. 25, 2000
81. US Patent No.: Des. 418,693 dated: Jan. 11, 2000
82. US Patent No.: 5,967,006 dated: Oct. 19, 1999
83. US Patent No.: Des. 413,471 dated: Sept. 7, 1999
84. US Patent No.: 5,947,447 dated: Sept. 7, 1999
85. US Patent No.: Des. 412,844 dated: Aug. 17, 1999
86. US Patent No.: Des. 412,804 dated: Aug. 17, 1999
87. US Patent No.: Des. 412,617 dated: Aug. 10, 1999
88. US Patent No.: Des. 412,438 dated: Aug. 3, 1999
89. US Patent No.: Des. 412,245 dated: Jul. 27, 1999
90. US Patent No.: Des. 411,066 dated: Jun. 15, 1999

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91. US Patent No.: Des. 408,110 dated: Apr. 13, 1999
92. US Patent No.: Des. 400,290 dated: Oct. 27, 1998
93. US Patent No.: Des. 388,926 dated: Jan. 6, 1998
94. US Patent No.: 5,386,358 dated: Jan. 31, 1995
95. US Patent No.: 5,319,365 dated: Jun. 7, 1994

SCHEDULE C

Trademarks

MARK	APPLICATION SERIAL NO. FILING DATE	REGISTRATION NO. REG. DATE	OWNER
TOOL HOUSE	85/443,517 October 10, 2011		ALLTRADE TOOLS LLC
ZEON	85/591,193 April 6, 2012		ALLTRADE TOOLS LLC
MODERN TRIBES	85/383,978 July 28, 2011		ALLTRADE TOOLS LLC
KILIMANJARO	85/368,411 July 11, 2011		ALLTRADE TOOLS LLC
ROTO-LITE	85/446,763 October 13, 2011	4,273,159 January 8, 2013	ALLTRADE TOOLS LLC
GPS	85/687649 July 26, 2012		ALLTRADE TOOLS LLC
UNIACK 	85/231,166 February 1, 2011	4,143,789 May 15, 2012	ALLTRADE TOOLS LLC
AMERICA'S GLOBAL TOOL COMPAY	78/508,650 October 29, 2004	3,092,457 May 16, 2006	ALLTRADE TOOLS LLC
PRONTO	78/561,084 February 4, 2005	3,054,764 January 31, 2006	ALLTRADE TOOLS LLC
GOT WRENCH	78/872724 April 28, 2006	3,346,025 November 27, 2007	ALLTRADE TOOLS LLC
HV 	78/850,736 March 30, 2006	3,345,920 November 27, 2007	ALLTRADE TOOLS LLC
HV	78/850,734 March 30, 2006	3,393,259 March 4, 2008	ALLTRADE TOOLS LLC
POWER GLOW	78/699,483 August 24, 2005	3,412,905 April 15, 2008	ALLTRADE TOOLS LLC

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MARK	APPLICATION SERIAL NO. FILING DATE	REGISTRATION NO. REG. DATE	OWNER
THE ENFORCER	78/399,018 April 8, 2004	3,092,239 Mary 16, 2006	ALLTRADE TOOLS LLC
PRONTO	78/401,606 April 14, 2004	3,044,678 January 17, 2006	ALLTRADE TOOLS LLC
XXL	78/362,064 February 3, 2004	3,038,374 January 3, 2006	ALLTRADE TOOLS LLC
AIR-PLUS	78/420,251 May 17, 2004	2,923,496 February 1, 2005	ALLTRADE TOOLS LLC
CREWLINE	78/428,248 June 1, 2004	3,261,969 July 10, 2007	ALLTRADE TOOLS LLC
WORKSMITH	78/349,495 January 8, 2004	2,916,502 January 4, 2005	ALLTRADE TOOLS LLC
TRADES PRO	78/347,479 January 3, 2004	2,916,477 January 4, 2005	ALLTRADE TOOLS LLC
CREWLINE	78/346,313 December 29, 2003	2,916,455 January 4, 2005	ALLTRADE TOOLS LLC, FORMERLY OWNED BY ALLTRADE INC.
MASTERGRIP TOOLS BUILT TO LAST 	78/213,807 February 12, 2003	2,797,874 December 23, 2003	ALLTRADE TOOLS LLC
MASTERGRIP	78/213,791 February 12, 2003	2,797,873 December 23, 2003	ALLTRADE TOOLS LLC
SQUEEZE KNIFE	78/162,120 September 9, 2002	3,551,748 December 23, 2008	ALLTRADE TOOLS LLC
TRIPLELIFT	77/855,029 October 22, 2009	3,905,908 January 11, 2011	ALLTRADE TOOLS LLC
TRADES PRO	77/457,176 April 24, 2008	3,556,582 January 6, 2009	ALLTRADE TOOLS LLC
A ALLTRADE	77/457,114 April 24, 2008	3,556,581 January 6, 2009	ALLTRADE TOOLS LLC



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MARK	APPLICATION SERIAL NO. FILING DATE	REGISTRATION NO. REG. DATE	OWNER
			
UNISOURCE	77/186,617 May 21, 2007	3,561,860 January 13, 2009	ALLTRADE TOOLS LLC
ARMOR DIPPED	77/183,939 May 17, 2007	3,648,110 June 30, 2009	ALLTRADE TOOLS LLC
SERIOUS TOOLS FOR SERIOUS WORK	76/340,343 November 19, 2001	2,642,603 October 29, 2002	ALLTRADE TOOLS LLC, FORMERLY OWNED BY ALLTRADE INC.
MASTERGRIP TOOLS BUILT TO LAST 	76/288,407 July 20, 2001	2,627,963 October 1, 2002	ALLTRADE TOOLS LLC, FORMERLY OWNED BY ALLTRADE INC.
MASTERGRIP	76/279,294 July 2, 2001	2,565,291 April 30, 2002	ALLTRADE TOOLS LLC, FORMERLY OWNED BY ALLTRADE INC.
POWERBUILT	76/192,525 January 9, 2001	2,539,953 February 19, 2002	ALLTRADE TOOLS LLC, FORMERLY OWNED BY ALLTRADE INC.
WIDE LOAD	76/294,895 August 4, 2001	2,567,355 May 7, 2002	ALLTRADE TOOLS LLC, FORMERLY OWNED BY ALLTRADE INC.
ALLSPACE	76/418,853 May 18, 2002	2,760,150 September 2, 2003	ALLTRADE TOOLS LLC, FORMERLY OWNED BY ALLTRADE INC.
GARAGE IN A BOX	76/205,526 February 6, 2001	2,777,199 October 28, 2003	ALLTRADE TOOLS LLC, FORMERLY OWNED BY ALLTRADE INC.
CREWLINE	76/195,663 January 18, 2001	2,825,601 March 23, 2004	ALLTRADE TOOLS LLC (formerly ALLTRADE INC.)




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CUTZALL 	75/941,559 March 10, 2000	2,509,027 November 20, 2001	ALLTRADE TOOLS LLC, FORMERLY OWNED BY ALLTRADE INC.
POWERBUILT	75/975,583 October 27, 1992	2,045,158 March 11, 1997	ALLTRADE TOOLS LLC, FORMERLY OWNED BY ALLTRADE INC.
FRACTIONIER	75/762,087 July 27, 1999	2,353,776 May 30, 2000	ALLTRADE TOOLS LLC, FORMERLY OWNED BY ALLTRADE INC.
THE RIGHT TOOL FOR THE RIGHT PROJECT	75/516,570 July 10, 1998	2,419,670 January 9, 2001	ALLTRADE TOOLS LLC, FORMERLY OWNED BY ALLTRADE INC.
MUSCLE WRENCH	75/504,203 June 17, 1998	2,363,063 June 27, 2000	ALLTRADE TOOLS LLC, FORMERLY OWNED BY ALLTRADE INC.
POWERBUILT	75/497,384 June 4, 1998	2,412,848 December 12, 2000	ALLTRADE TOOLS LLC, FORMERLY OWNED BY ALLTRADE INC.
TEAM MECHANIX 	75/411,142 December 29, 1997	2,252,008 June 15, 1999	ALLTRADE TOOLS LLC, FORMERLY OWNED BY ALLTRADE INC.
A ALLTRADE 	75/406,259 December 16, 1997	2,228,071 March 2, 1999	ALLTRADE TOOLS LLC (formerly ALLTRADE INC.)
ALLTRADE	75/397,528 December 1, 1997	2,227,948 March 2, 1999	ALLTRADE TOOLS LLC (formerly ALLTRADE INC.)
Z-DRIVE	75/339,282 August 11, 1997	2,302,558 December 21, 1999	ALLTRADE TOOLS LLC, FORMERLY OWNED BY ALLTRADE INC.
SMART DRIVER	74/622,944 January 19, 1995	1,988,079 July 23, 1996	ALLTRADE TOOLS LLC, FORMERLY OWNED BY ALLTRADE INC.
TOOLSMITH	74/372,406	1,828,117	ALLTRADE TOOLS LLC

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	March 29, 1993	March 29, 1994	(formerly Lockwell Corporation)
VISION	73/758,739 October 20, 1988	1,556,706 September 19, 1989	ALLTRADE TOOLS LLC, FORMERLY OWNED BY ALLTRADE INC.
A ALLTRADE 	73/713,370 February 25, 1988	1,518,462 December 27, 1988	ALLTRADE TOOLS LLC, FORMERLY OWNED BY ALLTRADE INC.
TOOLSMITH	73/500,079 September 19, 1984	1,383,075 February 18, 1986	ALLTRADE TOOLS LLC (formerly Toolsmith, Inc.)
A ALLTRADE 	73/497,019 August 29, 1984	1,337,696 May 28, 1985	ALLTRADE TOOLS LLC, FORMERLY OWNED BY ALLTRADE INC.
A ALLTRADE 	73/448,523 October 18, 1983	1,331,627 April 23, 1985	ALLTRADE TOOLS, LLC, FORMERLY OWNED BY ALLTRADE INC.