

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Term Loan Confirmatory Grant of Security Interest in Patents

CONVEYING PARTY DATA

Name	Execution Date
Northern Tool & Equipment Company, Inc.	12/14/2012
Northern Tool & Equipment Catalog Company, Inc.	12/14/2012

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 19

Property Type	Number
Patent Number:	5979788
Patent Number:	D543606
Patent Number:	5957429
Patent Number:	6257553
Patent Number:	D566733
Patent Number:	D552133
Patent Number:	7255143
Patent Number:	7814945
Application Number:	13655141
Application Number:	13655971
Patent Number:	D618707
Patent Number:	D629028
Application Number:	29421500
Application Number:	13088890

CH \$760.00 5979788

Patent Number:	6435432
Patent Number:	5605291
Patent Number:	6027055
Application Number:	13491499
Patent Number:	5623978

**CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	36084-38800
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NAME OF SUBMITTER:	Dusan Clark
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Total Attachments: 6  
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**TERM LOAN CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS**

THIS TERM LOAN CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Confirmatory Grant of Security Interest") is made effective as of December 14, 2012 by and from Northern Tool & Equipment Company, Inc., a Minnesota corporation, and Northern Tool & Equipment Catalog Company, Inc., a Minnesota corporation (each a "Grantor" and collectively, the "Grantors"), to and in favor of JPMORGAN CHASE BANK, N.A. for itself and as Administrative Agent for the Secured Parties (as defined in the Term Loan Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, the Grantors, the other Loan Parties, the Grantee and the Lenders have entered into a Term Loan Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement").

WHEREAS, the Grantors will guarantee the repayment of the Secured Obligations pursuant to Article X of the Term Loan Agreement (the "Guaranty").

WHEREAS, the Grantors and each other person that becomes a "Grantor" pursuant to Section 8.21 thereof, have entered into a Term Loan Pledge and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantors own the patents listed on Exhibit A attached hereto (the "Patents"), which Patents are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant of Security Interest is executed in conjunction with the security interest granted under the Security Agreement 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 and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this 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 Term Loan Agreement.

2) The Security Interest.

(a) This 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 each Grantor all reasonably requested instruments in writing releasing the security interest in the Patents acquired under the Security Agreement and this Confirmatory Grant of Security Interest.

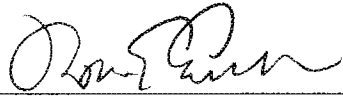
(b) Each Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of each respective Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (1) any and all patents and patent applications, including the Patents; (2) all inventions and improvements described and claimed therein; (3) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (4) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; and (5) all rights to sue for past, present, and future infringements thereof.

3) Governing Law. **THIS CONFIRMATORY GRANT OF SECURITY INTEREST SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

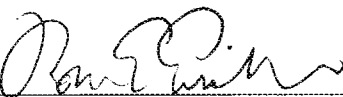
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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

NORTHERN TOOL & EQUIPMENT COMPANY, INC.

By:   
Name: Tom Erickson  
Title: Chief Financial Officer

NORTHERN TOOL & EQUIPMENT CATALOG  
COMPANY, INC.

By:   
Name: Tom Erickson  
Title: Chief Financial Officer

TERM LOAN CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS  
Exhibit A - SCHEDULE OF PATENTS

[Attached]

Patent Information - Northern Tool & Equipement Company, Inc.

MatterNumber	ApplicationStatus	AppNumber	FileDate	PatNumber	IssDate	CountryName	Title
4372/12/US/01	Granted	08/753,326	21-Nov-1996	5,979,788	09-Nov-1999	United States of America	PRESSURE WASHER VALVE ASSEMBLY
4372/13/US/01	Granted	29/242,158	07-Nov-2005	D543,606	29-May-2007	United States of America	BROADCAST SPRAY NOZZLE
4372/14/US/01	Granted	09/120,528	22-Jul-1998	5,957,429	28-Sep-1999	United States of America	UTILITY BAR
4372/14/US/02	Granted	09/406,055	27-Sep-1999	6,257,553	10-Jul-2001	United States of America	UTILITY BAR
4372/15/US/01	Granted	29/263,398	21-Jul-2006	D566,733	15-Apr-2008	United States of America	LOG STRIPPER
4372/16/US/01	Granted	29/263,441	21-Jul-2006	D552,133	02-Oct-2007	United States of America	WEDGE FOR LOG SPLITTER
4372/17/US/01	Granted	11/490,660	21-Jul-2006	7,255,143	14-Aug-2007	United States of America	QUAD WEDGE TIP UP LOG SPLITTER
4372/18/US/01	Granted	12/047,374	13-Mar-2008	7,814,945	19-Oct-2010	United States of America	COMPACT LOG SPLITTER
4372/18/US/RE11	Pending	13/655,141	18-Oct-2012			United States of America	REISSUE OF US PATENT 7,814,945
4372/18/US/RE12	Pending	13/655,971	19-Oct-2012			United States of America	CONT REISSUE OF US PATENT 7,814,945
4372/19/US/01	Granted	29/341,382	04-Aug-2009	D618,707	29-Jun-2010	United States of America	EXTENDED RUN WATER PUMP
4372/20/US/01	Unconverted	60/505,129	23-Mar-2003			United States of America	SPRAY GUN BROADCAST SPRAYER
4372/21/CA/01	Granted	2283370	24-Sep-1999	2283370	05-Feb-2002	Canada	IMPROVED UTILITY BAR

4372/23/US/01	Granted	29/360,173	21-Apr-2010	D629,028	14-Dec-2010	United States of America	WELDING CART
4372/23/US/RE11	Pending	29/421,500	18-Jul-2012			United States of America	WELDING CART
4372/25/US/01	Unconverted	61/412,693	11-Nov-2010			United States of America	STUMP GRINDER BEARING PROTECTION WITH POSITIVE
4372/26/US/01	Published	13/088,890	18-Apr-2011			United States of America	LUBRICANT-LEVEL INDICATION BRUSH CHIPPER WITH A SLIDABLE FEED
4372/27/US/01	Granted	09/635,725	09-Aug-2000	6,435,432	20-Aug-2002	United States of America	ROLLER
4372/28/US/01	Granted	08/234,055	28-Apr-1994	5,605,291	25-Feb-1997	United States of America	CHIPPER/MULCHER
4372/34/US/01	Granted	09/014,541	28-Jan-1998	6,027,055	22-Feb-2000	United States of America	BRUSH CHIPPER
4372/35/WO/01	Pending	PCT/US2012/ 041394	07-Jun-2012			Patent Cooperation Treaty	DIAPHRAGM PUMP AND VALVE ASSEMBLY
4372/35/US/01	Pending	13/491,499	07-Jun-2012			United States of America	DIAPHRAGM FOR PUMP VALVE STUMP CUTTING DOUBLE CLAW TOOTH
4372/37/US/01	Expired	08/688,692	29-Jul-1996	5,623,978	29-Apr-1997	United States of America	STRUCTURE