

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agmt

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Powers Products III, L.L.C.		12/13/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	106 Corporate Park Drive
City:	White Plains
State/Country:	NEW YORK
Postal Code:	10604
Entity Type:	Association:

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	1403754	PERMA-SEAL
Registration Number:	1422511	SPIKE
Registration Number:	1444859	CAD-SCREW
Registration Number:	1445976	CHEM-STUD
Registration Number:	1454866	PERMA-GRIT
Registration Number:	1598163	ZIP-IT
Registration Number:	1624436	DRIVE
Registration Number:	1692408	WOODIE
Registration Number:	1724985	
Registration Number:	1794654	NAILIN
Registration Number:	1833057	DOWEL-FAST
Registration Number:	1863382	HAMMER DRIVE
Registration Number:	1895519	HAMMER-CAPSULE

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Registration Number:	1970589	HAMMER-SCREW
Registration Number:	2028476	A-1000
Registration Number:	2083791	POLY-TOGGLE
Registration Number:	2112028	POWERS
Registration Number:	2232726	SAFETY STRIP
Registration Number:	2243700	ACRYLIC-100
Registration Number:	2286283	CHEM-BOLT
Registration Number:	2423841	POWERS FASTENERS
Registration Number:	2458877	POWER-BOLT
Registration Number:	2466318	ZIP-TOGGLE
Registration Number:	2638226	TRAK-IT
Registration Number:	2685415	TRIGGERFOAM
Registration Number:	2780050	POWERFOAM
Registration Number:	3015208	WALL DOG
Registration Number:	3095941	ZIP
Registration Number:	3119943	POWERS WEDGE-BOLT
Serial Number:	78733464	BLUE MAGIC

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	12/22/2006

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Powers Products III)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated December 13, 2006, is made by POWERS PRODUCTS III, L.L.C., a Delaware limited liability company (the "*Grantor*"), in favor of JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT (the "*Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Powers Fasteners, Inc., a New York corporation (the "*Borrower*"), the Lenders party hereto, HSBC Bank USA, National Association, as an Issuing Bank and JPMorgan Chase Bank, N.A., as an Issuing Bank and as Administrative Agent are parties to a Credit Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, the Grantor has guaranteed all obligations of the Borrower under the Credit Agreement and the other Loan Documents.

WHEREAS, as a condition precedent to the effectiveness of the Credit Agreement, the Grantor has executed and delivered that certain Security Agreement of even date herewith to the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in Schedule A hereto (*provided* that no security interest shall be granted in United States intent-to-use trademark

applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule A hereto (the "*Copyrights*");

(iv) all reissuances, divisions, revisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The

Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any conflict between the terms and conditions of this IP Security Agreement and the terms and conditions of the Security Agreement, the terms and conditions of the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

POWERS PRODUCTS III, L.L.C.

By 

Name: Christopher W. Powers

Title: Manager

Address for Notices:

2 Powers Lane
Brewster, New York 10509
Attention: Christopher W. Powers
Telephone No. 914-235-6300
Facsimile No. 914-633-7632

Schedule A
to
Intellectual Property Security Agreement

INTELLECTUAL PROPERTY

I. I. Patents and Patent Applications

(a) Patents

Patent Number	Invention	Date Issued
6,435,789	self-drilling swivel toggle anchor	8/20/2002
6,419,435	wedging masonry anchor bolt & sleeve anchor for masonry bolt used in cinderblocks	7/16/2002
6,823,990	nail holder strip	11/30/2004
6,419,436	auger-like drywall screw	7/16/2002
6,619,899	Cutting insert for fasteners	9/16/2003
6,343,535	Device for advancing charges in a power-actuated tool & improved tool including the same	2/5/2002
D462,895	wall anchor	9/17/2002

(b) Patent Applications

Application Number	Invention	Publication Number/Date
N/A		

II. Trademarks and Trademark Applications

(c) Trademark Registrations

Mark	Registration No.	Registration Date
Perma-Seal	1403754	08/05/1986
Spike	1422511	12/30/1986
Cad-Screw	1444859	06/30/1987
Chem-Stud	1445976	07/07/1987
Perma-Grit	1454866	09/01/1987
Zip-It	1598163	05/29/1990
Drive	1624436	11/27/1990
Woodie	1692408	06/09/1992
(design)	1724985	10/20/1992
Nailin	1794654	09/28/1993
Dowel-Fast	1833057	04/26/1994
Hammer Drive	1863382	11/15/1994
Hammer-Capsule	1895519	5/23/1995
Hammer-Screw	1970589	04/23/1996
A-1000	2028476	01/07/1997
Poly-Toggle	2083791	07/29/1997
Powers	2112028	11/11/1997
Safety Strip	2232726	03/16/1999
Acrylic-100	2243700	05/04/1999
Chem-Bolt	2286283	10/12/1999
Powers Fasteners	2423841	01/23/2001
Power-Bolt	2458877	06/12/2001

Mark	Registration No.	Registration Date
Zip-Toggle	2466318	07/03/2001
Trak-It	2638226	10/22/2002
Triggerfoam	2685415	02/11/2003
Powerfoam	2780050	11/04/2003
Wall Dog	3015208	08/23/2005
Zip	3095941	05/23/2006
Powers Wedge-Bolt	3119943	07/25/2006

(d) Trademark Applications

Mark	Serial No.	File Date
Blue Magic	78733464	10/14/2005

III. Copyrights.

TITLE	REGISTRATION NO.
N/A	