

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
Nationwide Industries, Inc.		12/19/2012	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Capital One Leverage Finance Corp., as Agent
Street Address:	265 Broadhollow Road
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2490777	THE CASTILLE COLLECTION
Registration Number:	3416649	THE CASTILLE COLLECTION
Registration Number:	3416648	BANNER

CORRESPONDENCE DATA

Fax Number: 7044448847
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 7043432000
 Email: ksaltrick@mcguirewoods.com
 Correspondent Name: McGuireWoods LLP
 Address Line 1: 201 North Tryon Street
 Address Line 2: Attention: Emily Iverson, Esq.
 Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2058030-0004/P&F/IVERSON
NAME OF SUBMITTER:	Emily Iverson, Esq./McGuireWoods LLP

OP \$90.00 2490777

Signature:	/Emily Iverson/
Date:	12/27/2012
Total Attachments: 6 source=USPTO Trademark Coversheet - Nationwide Industries#page1.tif source=USPTO Trademark Coversheet - Nationwide Industries#page2.tif source=USPTO Trademark Coversheet - Nationwide Industries#page3.tif source=USPTO Trademark Coversheet - Nationwide Industries#page4.tif source=USPTO Trademark Coversheet - Nationwide Industries#page5.tif source=USPTO Trademark Coversheet - Nationwide Industries#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of December 19, 2012 (this "Trademark Security Agreement"), is made by **P&F INDUSTRIES, INC.**, a Delaware corporation ("**P&F**"), **FLORIDA PNEUMATIC MANUFACTURING CORPORATION**, a Florida corporation ("**Florida Pneumatic**"), **HY-TECH MACHINE, INC.**, a Delaware corporation ("**Hy-Tech**"), and **NATIONWIDE INDUSTRIES, INC.**, a Florida corporation ("**Nationwide**", and together with P&F, Florida Pneumatic and Hy-Tech, collectively, "**Borrowers**" and each, a "**Borrower**"), **CONTINENTAL TOOL GROUP, INC.**, a Delaware corporation ("**Continental**"), **COUNTRYWIDE HARDWARE, INC.**, a Delaware corporation ("**Countrywide**"), **EMBASSY INDUSTRIES, INC.**, a New York corporation ("**Embassy**"), **GREEN MANUFACTURING, INC.**, a Delaware corporation ("**Green**"), **PACIFIC STAIR PRODUCTS, INC.**, a Delaware corporation ("**Pacific**"), **WILP HOLDINGS, INC.**, a Delaware corporation ("**WILP**"), and **WOODMARK INTERNATIONAL, L.P.**, a Delaware limited partnership, **AND EACH OTHER PERSON WHO SHALL BECOME A PARTY HERETO BY EXECUTION OF A SECURITY AGREEMENT JOINDER AGREEMENT** (each a "**Guarantor**" and, together with the Borrowers, collectively, the "**Grantors**", and each individually, a "**Grantor**"), in favor of **CAPITAL ONE LEVERAGE FINANCE CORP.**, in its capacity as Agent (the "**Agent**") for the Secured Parties. All capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement (as hereinafter defined).

RECITALS:

A. P&F, certain of its Subsidiaries and the Agent, are party to a Loan and Security Agreement dated as of October 25, 2010 (as amended by the First Amendment to Loan and Security Agreement dated as of September 21, 2011, the Second Amendment to Loan and Security Agreement dated as of November 21, 2011, the Third Amendment to Loan and Security Agreement dated as of the date hereof and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

B. Pursuant to the Loan Agreement, the Grantors have agreed to execute and deliver to the Agent this Trademark Security Agreement.

In order to induce the Secured Parties to from time to time make and maintain extensions of credit under the Loan Agreement and the Secured Bank Product Obligations, each Grantor hereby agrees as follows:

1. **Grant of Security Interest in U.S. Trademark Collateral.** Schedule 1 attached hereto sets forth all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers and designs, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith in the United States Patent and Trademark Office and all renewals thereof and all goodwill associated therewith or symbolized thereby (collectively, "**U.S. Trademarks**") owned by Grantor, and Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of its U.S. Trademarks and all proceeds thereof, which such security interest shall secure the Obligations.

2. **Loan Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan

Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the U.S. Trademarks made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control unless the Agent shall otherwise determine.

3. **Termination.** Upon the payment in full of the Obligations and termination of the Loan Agreement, the Agent shall execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the U.S. Trademarks under this Trademark Security Agreement.

4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering on or more counterparts.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Security Agreement as of the day and year first written above.

GRANTORS:

**P&F INDUSTRIES, INC.
FLORIDA PNEUMATIC MANUFACTURING
CORPORATION
HY-TECH MACHINE, INC.
NATIONWIDE INDUSTRIES, INC.**

By: Joseph A. Molino, Jr.
Name: Joseph A. Molino, Jr.
Title: Vice President

**CONTINENTAL TOOL GROUP, INC.
COUNTRYWIDE HARDWARE, INC.
EMBASSY INDUSTRIES, INC.
GREEN MANUFACTURING, INC.
PACIFIC STAIR PRODUCTS, INC.
WILP HOLDINGS, INC.**

By: Joseph A. Molino, Jr.
Name: Joseph A. Molino, Jr.
Title: Vice President


WOODMARK INTERNATIONAL, L.P.

By: **Countrywide Hardware, Inc., its General Partner**

By: Joseph A. Molino, Jr.
Name: Joseph A. Molino, Jr.
Title: Vice President

Accepted and Agreed:

**CAPITAL ONE LEVERAGE FINANCE
CORPORATION**, as Agent

By: 
Name: Julianne Low
Title: Vice President

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Signature Page

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TRADEMARK
REEL: 004929 FRAME: 0908

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

United States Trademark Registrations and Trademark Applications:

Trademark	Owner	Federal Registration No.	Registration Date
The Castille Collection	Nationwide Industries, Inc. ("Nationwide")	2490777	September 18, 2001
The Castille Collection	Nationwide	3416649	April 29, 2008
Banner	Nationwide	3416648	April 29, 2008

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