

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in United States Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
APEX BRANDS, INC.		02/01/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BARCLAYS BANK PLC
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 100

Property Type	Number	Word Mark
Registration Number:	4177881	GEARWRENCH
Registration Number:	4177880	GEARWRENCH
Registration Number:	4163484	
Registration Number:	4160757	ALLEN
Registration Number:	4134359	ARMSTRONG
Registration Number:	4130872	ARMSTRONG
Registration Number:	4128115	ARMSTRONG
Registration Number:	4063445	AS
Registration Number:	3956393	R2RAPIDRENCH
Registration Number:	3485490	GEARWRENCH
Registration Number:	3485489	GEARWRENCH
Registration Number:	3226015	RAPIDRENCH R2
Registration Number:	3172816	GEARRATCHET
Registration Number:	3113301	RAPID SLIDE

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Registration Number:	3113117	OUTLAW
Registration Number:	3052397	VORTEX
Registration Number:	3047188	LUFKIN
Registration Number:	3029542	ARMOR BRITE
Registration Number:	2943082	TIGHTENING MANAGER
Registration Number:	2928469	GEARWRENCH
Registration Number:	2873051	CRESCENT
Registration Number:	2765097	GEARRATCHET
Registration Number:	2594507	BLACK DIAMOND
Registration Number:	2587495	NICHOLSON
Registration Number:	2541817	
Registration Number:	2541816	
Registration Number:	2537409	
Registration Number:	2492466	
Registration Number:	2490634	ARMSTRONG
Registration Number:	2454524	QUACKENBUSH
Registration Number:	2440727	ALLEN
Registration Number:	2342664	DURACAST
Registration Number:	2340246	ALLEN
Registration Number:	2163900	XCELITE
Registration Number:	2129955	GEAR WRENCH
Registration Number:	2002814	CLECO
Registration Number:	1923277	JOBBOX
Registration Number:	1921472	DELTA
Registration Number:	1721431	BUCKEYE
Registration Number:	1680980	DIAMOND
Registration Number:	1657167	DOLER
Registration Number:	1652903	HAND-TITE
Registration Number:	1565525	H. K. PORTER
Registration Number:	1514315	DELTA I
Registration Number:	1362976	M3
Registration Number:	1361490	M2
Registration Number:	1361489	M1
Registration Number:	1207033	LEADER
Registration Number:	1204314	DIAMOND

	1197777	SPEEDWINDER
Registration Number:	1193103	ULTRALOK
Registration Number:	1192721	
Registration Number:	1149635	SUPER CRAFT
Registration Number:	1101956	UTICA
Registration Number:	0935241	CAMPBELL
Registration Number:	0931313	QUICK-CLIP
Registration Number:	0930867	LINKMASTER
Registration Number:	0902145	AIRETOOL
Registration Number:	0860563	WELLER
Registration Number:	0754294	WISS
Registration Number:	0742647	MASTER POWER
Registration Number:	0737504	WISS
Registration Number:	0734524	MAGICUT
Registration Number:	0733388	DOTCO
Registration Number:	0729883	BLU-KROME
Registration Number:	0727448	
Registration Number:	0704929	CLECO
Registration Number:	0659290	AIRETOOL
Registration Number:	0652375	ARMSTRONG
Registration Number:	0640640	METALMASTER
Registration Number:	0530452	ARMSTRONG
Registration Number:	0523846	PLUMB
Registration Number:	0518890	LUFKIN
Registration Number:	0299305	CRESCENT
Registration Number:	0283646	CRESTOLOY
Registration Number:	0280022	
Registration Number:	0243601	ARMSTRONG
Registration Number:	0160744	WISS
Registration Number:	0156990	ARMSTRONG
Registration Number:	0050882	NICHOLSON U.S.A.
Registration Number:	0050137	NICHOLSON
Serial Number:	85727523	ODD JOB X
Serial Number:	85727518	ODD JOB
Serial Number:	85657281	BLU-KROME

	85657251	TOOL LOCKER
Serial Number:	85657241	RAPID SLIDE
Serial Number:	85654429	WELLER
Serial Number:	85629275	XCELITE
Serial Number:	85562578	APEX USA
Serial Number:	85554633	APEX USA
Serial Number:	85331655	ARMSTRONG
Serial Number:	85331625	ARMSTRONG
Serial Number:	85665340	DIAMOND
Serial Number:	85657284	DIAMOND
Serial Number:	85639523	LIVEWIRE
Serial Number:	85639513	LIVEWIRE
Serial Number:	85578821	
Serial Number:	85575003	
Serial Number:	85301727	GEARWRENCH
Serial Number:	85301708	GEARWRENCH

CORRESPONDENCE DATA

Fax Number: 7147558290
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	039269-0264
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	05/17/2013

Total Attachments: 11
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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This Trademark Security Agreement, dated as of February 1, 2013 by and between APEX BRANDS, INC., a corporation formed under the laws of Delaware (the "Grantor"), in favor of BARCLAYS BANK PLC, in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of February 1, 2013 (in such capacity together with its successors and assigns, the "Grantee").

W I T N E S S E T H:

Whereas, the Grantor is party to a Security Agreement dated as of February 1, 2013 (as amended, modified or supplemented, the "Security Agreement") in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Grantee for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under all the Trademarks owned by such Grantor including, without limitation, those registered or applied for Trademarks listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing; provided that with respect to any United States Trademark, applications in the United States Patent and Trademark Office on the basis of any Grantor's "intent to use" such Trademarks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Trademark Security Agreement is deemed to conflict with or is otherwise inconsistent with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. Termination. Upon termination of the Security Agreement, the security interest granted pursuant to this Trademark Security Agreement shall be automatically released and the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in all the Trademarks owned by the Grantor, including, without limitation, those registered or applied for Trademarks listed on Schedule I attached hereto. Upon (i) the sale or other transfer by the Grantor of any Collateral constituting Trademarks (other than to another Grantor) that is permitted under the Credit Agreement or (ii) the Grantor being released from its obligations under the Security Agreement, in each case, the security interest granted pursuant to this Trademark Security Agreement shall be automatically released in accordance with (and subject to) Section 8.13 of the Security Agreement.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF THE STATE OF NEW YORK.


SECTION 7. 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 one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

[signature page follows]

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

Very truly yours,

APEX BRANDS, INC.,
as the Grantor

By: 
Name: David K. Wells
Title: Vice President

Accepted and Agreed:






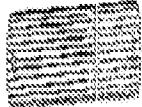


BARCLAYS BANK PLC,
as the Collateral Agent and the Grantee



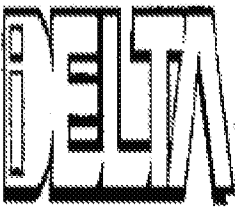
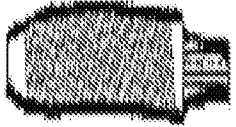
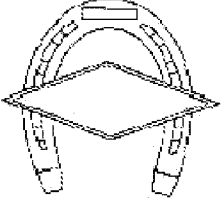
By: 
Name: Craig J. Malloy
Title: Director

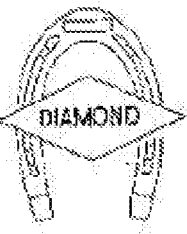






SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS



U.S. Trademark Registrations and Applications for Registration

MARK	APP. NO. FILING DATE	REG. NO. REG. DATE	Grantor
"AIRETOOL"	72023664 04 Feb 1957	659290 11 Mar 1958	Apex Brands, Inc.
"AIRETOOL"	72322568 24 Mar 1969	0902145 10 Nov 1970	Apex Brands, Inc.
"ALLEN and Design" 	75/563653 01 Oct 1998	2340246 11 Apr 2000	Apex Brands, Inc.
"ALLEN and Design" 	75/925706 23 Feb 2000	2440727 03 Apr 2001	Apex Brands, Inc.
"ALLEN Logo" 	85/451338 19 Oct 2011	4160757 19 Jun 2012	Apex Brands, Inc.
APEX USA	85/554633 28 Feb 2012		Apex Brands, Inc.
APEX USA	85/562578 07 Mar 2012		Apex Brands, Inc.
ARMOR BRITE	75/762675 28 Jul 1999	3029542 13 Dec 2005	Apex Brands, Inc.
Armstrong	71/152059 23 Aug 1921	0156990 25 Jul 1922	Apex Brands, Inc.
Armstrong	71/258790 12 Dec 1927	0243601 26 Jun 1928	Apex Brands, Inc.
Armstrong	71/512313 09 Nov 1946	0530452 12 Sep 1950	Apex Brands, Inc.
Armstrong	72/025071 26 Feb 1957	0652375 01 Oct 1957	Apex Brands, Inc.
Armstrong	85/329850 25 May 2011	4130872 24 Apr 2012	Apex Brands, Inc.
Armstrong	85/331625 26 May 2011		Apex Brands, Inc.
Armstrong	85/331643 26 May 2011	4134359 01 May 2012	Apex Brands, Inc.
Armstrong	85/329847 25 May 2011	4128115 17 Apr 2012	Apex Brands, Inc.

MARK	APP. NO. FILING DATE	REG. NO. REG. DATE	Grantor
Armstrong and Design 	76/126599 12 Sep 2000	2490634 18 Sep 2001	Apex Brands, Inc.
Armstrong and Design 	85/331655 26 May 2011		Apex Brands, Inc.
AS and Design 	85/329836 25 May 2011	4063445 29 Nov. 2011	Apex Brands, Inc.
Bigfoot 	85/660427 25-Jun-2012		Apex Brands, Inc.
Bigfoot (Stylized)	77/634381 16-Dec-2008		Apex Brands, Inc.
Black Diamond and Design 	75331659 28-Jul-1997	2594507 16-Jul-2002	Apex Brands, Inc.
Blue End Design 	72105049 23-Sep-1960	727448 13-Feb-1962	Apex Brands, Inc.
Blu-Krome	72109241 29-Nov-1960	729883 10-Apr-1962	Apex Brands, Inc.
Blu-Krome	85/657281 20-Jun-2012		Apex Brands, Inc.
Buckeye	74/244054 07-Feb-1992	1721431 06-Oct-1992	Apex Brands, Inc.
CAMPBELL	72379572 28 Dec 1970	0935241 06 Jun 1972	Apex Brands, Inc.
CLECO	72081146 10 Sep 1959	0704929 27 Sep 1960	Apex Brands, Inc.
CLECO	74721659 28 Aug 1995	2002814 24 Sep 1996	Apex Brands, Inc.
CLENCH WRENCH	85/329828 25 May 2011		APEX BRANDS, INC.
Color Blue (Weller)	85/578821 23 Mar 2012		APEX BRANDS, INC.
Color Blue (Weller) 	85/575003 20 Mar 2012		APEX BRANDS, INC.
Color Blue Design 	75223971 10 Jan 1997	2537409 05 Feb 2002	APEX BRANDS, INC.

MARK	APP. NO. FILING DATE	REG. NO. REG. DATE	Grantor
Color Blue Design (Weller Blue) 	75223973 10 Jan 1997	2541817 19 Feb 2002	APEX BRANDS, INC.
Color Green Design (Nicholson Green) 	75223972 10 Jan 1997	2541816 19 Feb 2002	APEX BRANDS, INC.
CRESCENT	71325284 19 March 1932	0299305 29 November 1932	APEX BRANDS, INC.
CRESCENT	75941946 11 March 2000	2873051 17 August 2004	APEX BRANDS, INC.
Crestoloy	306941 20 Oct 1930	283646 02 Jun 1931	Apex Brands, Inc.
DELTA	74/505381 28-Mar-1994	1921472 26-Sep-1995	Apex Brands, Inc.
DELTA I and Design 	73/710934 12-Feb-1988	1514315 29-Nov-1988	Apex Brands, Inc.
DELTA I and Design 	71306590 10-Oct-1930	0280022 10-Feb-1931	Apex Brands, Inc.
Design of a Horseshoe with Diamond 	73274409 18-Aug-1980	1192721 30-Mar-1982	Apex Brands, Inc.
DIAMOND	85/657,284 20-Jun-2012		Apex Brands, Inc.
DIAMOND	85/665,340 29-Jun-2012		Apex Brands, Inc.

MARK	APP. NO. FILING DATE	REG. NO. REG. DATE	Grantor
DIAMOND (Brand and Horseshoe Design) 	73274410 18-Aug-1980	1204314 10-Aug-1982	Apex Brands, Inc.
DIAMOND and Diamond Design 	74155243 08 Apr 1991	1680980 31 Mar 1992	Apex Brands, Inc.
DOLER and Design 	74104546 10 Oct 1990	1657167 17 Sep 1991	Apex Brands, Inc.
DOTCO	72125587 8 Aug 1961	0733388 26 Jun 1962	Apex Brands, Inc.
DURACAST	75/562,862 01 Oct 1998	2,342,664 18 Apr 2000	Apex Brands, Inc.
FLEXED ARM DESIGN 	85/330,483 25 May 2011	4163484 26 Jun 2012	Apex Brands, Inc.
GEARRATCHET	76/602371 15 July 2004	3172816 21 November 2006	APEX BRANDS, INC.
GEARRATCHET and Design 	76/300547 16 August 2001	2765097 16 September 2003	APEX BRANDS, INC.
GEARWRENCH	76/362016 23 January 2002	2928469 01 March 2005	APEX BRANDS, INC.
GEARWRENCH	77/004258 21 September 2006	3485489 12 August 2008	APEX BRANDS, INC.
GEARWRENCH	85/301,708 21 April 2011		APEX BRANDS, INC.
GEARWRENCH	85/301,718 21 April 2011	4177880 24 Jul 2012	APEX BRANDS, INC.
GEARWRENCH and Design 	75/138708 23 July 1996	2129955 20 January 1998	APEX BRANDS, INC.
GEARWRENCH and Design 	77/004406 21 September 2006	3485490 12 August 2008	APEX BRANDS, INC.

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GEARWRENCH and Design 	85/301,727 21 Apr 2011		APEX BRANDS, INC.
GEARWRENCH and Design 	85/301,737 21 Apr 2011	4177881 24 July 2012	APEX BRANDS, INC.
H.K. PORTER	73720967 07 Apr 1988	1565525 14 Nov 1989	APEX BRANDS, INC.
HAND-TITE	74/095391 10 Sep 1990	1652903 06 Aug 1991	APEX BRANDS, INC.
"JOBBOX"	74/505384 28 Mar 1994	1923277 03 Oct 1995	Apex Brands, Inc.
Leader	73300093 06 Mar 1981	1207033 07 Sep 1987	Apex Brands, Inc.
Linkmaster	72381482 20 Jan 1971	930867 14 Mar 1972	Apex Brands, Inc.
Livewire			Apex Brands, Inc.
Livewire	85/639,513 31 May 2012		Apex Brands, Inc.
Livewire	85/639,523 31 May 2012		Apex Brands, Inc.
LUFKIN	75942013 11-Mar-2000	3047188 24-Jan-2006	Apex Brands, Inc.
LUFKIN	85/301,741 21-Apr-2011		Apex Brands, Inc.
	71521022 19-Apr-1947	0518890 20-Dec-1949	Apex Brands, Inc.
M1	73518970 23-Jan-1985	1361489 24-Sep-1985	Apex Brands, Inc.
M2	518971 23-Jan-1985	1361490 24-Sep-1985	Apex Brands, Inc.
M3	73518957 23-Jan-1985	1362976 01-Oct-1985	Apex Brands, Inc.
MAGICUT	72128201 19 Sept 1961	734524 17 Jul 2962	Apex Brands, Inc.
MASTER POWER	72107684 2 Nov 1960	0742647 25 Dec 1962	Apex Brands, Inc.
METALMASTER	71695461 27 Sep 1955	0640640 29 Jan 1957	Apex Brands, Inc.
Miscellaneous Design (Flexed Arm Design in Diamond) 	76/126576 12 Sep 2000	2492466 25 Sep 2001	Apex Brands, Inc.

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Nicholson	71008102 14 Jun 1905	0050137 06 Mar 1906	Apex Brands, Inc.
Nicholson	76114769 23 Aug 2000	2587495 02 Jul 2002	Apex Brands, Inc.
"NICHOLSON U.S.A. AND CROSSED FILES DESIGN" 	71007892 12 Jun 1905	0050882 03 Apr 1906	Apex Brands, Inc.
ODD JOB	85727518 12 Sep 2012		Apex Brands, Inc.
ODD JOB (Stylized)	85727523 12 Sep 2012		Apex Brands, Inc.
Outlaw	78579438 03 Mar 2005	3113117 04 Jul 2006	Apex Brands, Inc.
Plumb 	71558809 09 Jun 1948	0523846 11 Apr 1950	Apex Brands, Inc.
Quackenbush	75691098 26 Apr 1999	2454524 29 May 2001	Apex Brands, Inc.
Quick Clip	355812 02 Apr 1970	931313 28 Mar 1972	Apex Brands, Inc.
R2RAPIDRENCH and Design 	777512,608 01 Jul 2008	3,956,393 10 May 2011	Apex Brands, Inc.
Rapid Slide	78805474 02 Feb 2006	3113301 04 Jul 2006	Apex Brands, Inc.
Rapid Slide	85/657,241 20 Jun 2012		Apex Brands, Inc.
RAPIDRENCH R2	78806267 03 Feb 2006	3226015 03 Apr 2007	Apex Brands, Inc.
SPEEDWINDER	73319659 20 July 1981	1197777 15 June 1982	APEX BRANDS, INC.
SUPER CRAFT	73/232405 24 September 1979	1149635 31 March 1981	APEX BRANDS, INC.
TIGHTENING MANAGER	78311840 9 October 2003	2943082 19 April 2005	APEX BRANDS, INC.
TOOL LOCKER	85/657,251 20 June 2012		APEX BRANDS, INC.
ULTRALOK	73314239 11 Jun 1981	1193103 06 Apr 1982	APEX Brands, Inc.
UTICA	73108390 02 Dec 1976	1101956 12 Sep 1978	APEX Brands, Inc.

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VIRTUAL TETHER	77/352,900 14 Dec 2007		APEX Brands, Inc.
VIRTUAL TETHER	85/575,014 20 MAR 2012		APEX Brands, Inc.
VORTEX	76/602369 15 Jul 2004	3052397 31 Jan 2006	APEX Brands, Inc.
Weller	72282154 09 Oct 1967	860563 19 Nov 1968	Apex Brands, Inc.
Weller	85/654,429 18 Jun 2012		Apex Brands, Inc.
WISS	72/127373 05 Sep 1961	0737504 11 Sep 1962	Apex Brands, Inc.
WISS	72/149797 25 Jul 1962	0754294 06 Aug 1963	Apex Brands, Inc.
WISS	71/153193 21 Sep 1921	160744 24 Oct 1022	Apex Brands, Inc.
XCELITE	75/288034 07 May 1997	2163900 09 Jun 1998	Apex Brands, Inc.
XCELITE	85/629275 18 May 2012		Apex Brands, Inc.
DIAMOND	85665340 29-Jun-2012		Apex Brands, Inc.