

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440253

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
P&F Industries, Inc.		08/17/2017	Corporation: DELAWARE
Florida Pneumatic Manufacturing Corporation		08/17/2017	Corporation: FLORIDA
Hy-Tech Machine, Inc.		08/17/2017	Corporation: DELAWARE
Atsco Holdings Corporation		08/17/2017	Corporation: DELAWARE
Bonanza Properties Corp.		08/17/2017	Corporation: DELAWARE
Continental Tool Group, Inc.		08/17/2017	Corporation: DELAWARE
Countrywide Hardware, Inc.		08/17/2017	Corporation: DELAWARE
Embassy Industries, Inc.		08/17/2017	Corporation: NEW YORK
Green Manufacturing, Inc.		08/17/2017	Corporation: DELAWARE
Pacific Stair Products, Inc.		08/17/2017	Corporation: DELAWARE
Exhaust Technologies, Inc.		08/17/2017	Corporation: DELAWARE
WILP Holdings, Inc.		08/17/2017	Corporation: DELAWARE
Woodmark International, L.P.		08/17/2017	Limited Partnership: DELAWARE
Jiffy Air Tool, Inc.		08/17/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Capital One, National Association, as Agent
Street Address:	275 Broadhollow Road
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2616155	THOR
Registration Number:	0057742	THOR
Registration Number:	1266129	THOR
Registration Number:	3328426	UT
Registration Number:	1263411	FP

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	0998684	FLORIDA PNEUMATIC
Registration Number:	2795122	AIRCAT
Registration Number:	2960847	NITRO CAT
Registration Number:	2978564	
Registration Number:	3403120	NITROCHIX
Registration Number:	1514334	JIFFY
Registration Number:	2060253	UNITED AIR TOOL
Registration Number:	1499245	UNITED AIR TOOL

CORRESPONDENCE DATA

Fax Number: 7044448857
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 7043432000
Email: twitcher@mcguirewoods.com
Correspondent Name: Terry L. Witcher, Paralegal
Address Line 1: McGuireWoods LLP
Address Line 2: 201 N. Tryon Street, Suite 3000
Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Terry L. Witcher, Paralegal
SIGNATURE:	/s/ Terry L. Witcher
DATE SIGNED:	08/22/2017

Total Attachments: 5
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source=P&F Trademark Security Agreement#page3.tif
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of August 17, 2017 (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 together with P&F and Florida Pneumatic, collectively, the "Borrowers" and each, a "Borrower"), JIFFY AIR TOOL, INC., a Delaware corporation, ATSCO HOLDINGS CORPORATION, a Delaware corporation, BONANZA PROPERTIES CORP, a Delaware corporation, a Delaware corporation, COUNTRYWIDE HARDWARE, INC., a Delaware corporation, EMBASSY INDUSTRIES, INC., a New York corporation, GREEN MANUFACTURING, INC., a Delaware corporation, PACIFIC STAIR PRODUCTS, INC., a Delaware corporation, WILP HOLDINGS, INC., a Delaware corporation, EXHAUST TECHNOLOGIES, INC., a Delaware corporation, 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, NATIONAL ASSOCIATION, a national banking association, as agent for the Secured Parties ("Agent"). 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 Third Amended and Restated Loan and Security Agreement dated as of April 5, 2017 (and as may be 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.

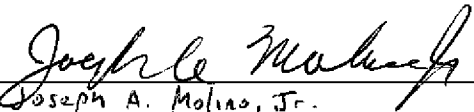
4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering on or more counterparts.

[Signature Pages Follow]

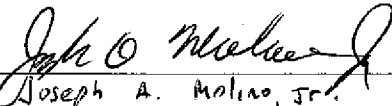
IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Security Agreement as of the day and year first written above.

GRANTORS:

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

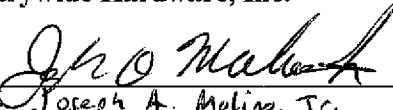
By: 
Name: Joseph A. Molino, Jr.
Title: Vice President

**ATSCO HOLDINGS CORPORATION
BONANZA PROPERTIES CORP.
CONTINENTAL TOOL GROUP, INC.
COUNTRYWIDE HARDWARE, INC.
EMBASSY INDUSTRIES, INC.
GREEN MANUFACTURING, INC.
JEFFY AIR TOOL, INC.
PACIFIC STAIR PRODUCTS, INC.
EXHAUST TECHNOLOGIES, INC.
WLP HOLDINGS, INC.**

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


WOODMARK INTERNATIONAL, L.P.

By: **Countrywide Hardware, Inc.**

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

Accepted and Agreed:

CAPITAL ONE, NATIONAL ASSOCIATION, as Agent

By:  _____
Name: _____
Title: Julianne Low
 Senior Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

United States Trademark Registrations and Trademark Applications:

Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration Date
THOR (word mark)	Hy-Tech Machine, Inc. ("Hy-Tech")	Issued	2,616,155	April 5, 1982
THOR (stylized)	Hy-Tech	Issued	57,742	November 27, 1906
THOR	Hy-Tech	Issued	1,266,129	September 10, 2002
THOR	Hy-Tech	Issued (Canada)	TMA542456	March 15, 2001
UT (logo)	Florida Pneumatic Manufacturing ("Florida Pneumatic")	Issued	3,328,426	November 6, 2007
Florida Pneumatic	Florida Pneumatic	Issued (Canada)	208,801	July 11, 1975
FP Plus design	Florida Pneumatic	Issued	1,263,411	January 10, 1984
Florida Pneumatic	Florida Pneumatic	Issued	0998,684	November 14, 2004
AIRCAT LOGO	Exhaust Technologies	Issued	2,795,122	December 15, 2003
NITROCAT LOGO	Exhaust Technologies	Issued	2,960,847	June 7, 2005
MISC FLAME LOGO	Exhaust Technologies	Issued	2,978,564	July 26, 2005
NITROCHIX (words only)	Exhaust Technologies	Issued	3,403,120	March 25, 2008
JIFFY (and design)	Jiffy Air Tool, Inc.	Issued	1514334	November 29, 1988
UNITED AIR TOOL (and design)	Jiffy Air Tool, Inc.	Issued	2060253	May 13, 1997
UNITED AIR TOOL (and design)	Jiffy Air Tool, Inc.	Issued	1499245	August 9, 1988