

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM546731

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
P&F Industries, Inc.		10/25/2019	Corporation: DELAWARE
Florida Pneumatic Manufacturing Corporation		10/25/2019	Corporation: FLORIDA
Hy-Tech Machine, Inc.		10/25/2019	Corporation: DELAWARE
Jiffy Air Tool, Inc.		10/25/2019	Corporation: DELAWARE
Bonanza Properties Corp.		10/25/2019	Corporation: DELAWARE
Countrywide Hardware, Inc.		10/25/2019	Corporation: DELAWARE
Embassy Industries, Inc.		10/25/2019	Corporation: NEW YORK
Exhaust Technologies, Inc.		10/25/2019	Corporation: DELAWARE
Continental Tool Group, Inc.		10/25/2019	Corporation: DELAWARE
DaVinci Purchase Corp.		10/25/2019	Corporation: DELAWARE
ATSCO Holdings Corporation		10/25/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Capital One, National Association, as Agent		
<b>Street Address:</b>	1307 Walt Whitman Road		
<b>City:</b>	Melville		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11747		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2795122	AIRCAT	
<b>Registration Number:</b>	4926300	KILLER TORQUE	
<b>Registration Number:</b>	5029762		
<b>Registration Number:</b>	5667400	VIBROTHERM DRIVE	
<b>Registration Number:</b>	5822532	DRYFAN	
<b>Serial Number:</b>	88486292	ATP MAGNUM FORCE	
<b>Serial Number:</b>	88461916	ATP CYCLONE	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

**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, Senior Paralegal

**Address Line 1:** McGuireWoods LLP

**Address Line 2:** 201 N. Tryon Street, Suite 3000

**Address Line 4:** Charlotte, NORTH CAROLINA 28202

<b>NAME OF SUBMITTER:</b>	Terry L. Witcher, Senior Paralegal
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<b>SIGNATURE:</b>	/s/ Terry L. Witcher
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<b>DATE SIGNED:</b>	10/25/2019
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**Total Attachments: 5**

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**JOINDER AGREEMENT AND SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

This JOINDER AGREEMENT AND SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this “Agreement”), is dated as of October 25, 2019, among (i) **P&F INDUSTRIES, INC.**, a Delaware corporation, **FLORIDA PNEUMATIC MANUFACTURING CORPORATION**, a Florida corporation, **HY-TECH MACHINE, INC.**, a Delaware corporation, **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, and **EXHAUST TECHNOLOGIES, INC.**, a Delaware corporation (collectively, “Existing Grantors”), (ii) **CONTINENTAL TOOL GROUP, INC.**, a Delaware corporation (“CTG”), and **DAVINCI PURCHASE CORP.**, a Delaware corporation (“DaVinci”; CTG and DaVinci, each, a “New Grantor”, and collectively, “New Grantors”; New Grantors and Existing Grantors, each a “Grantor” and collectively, “Grantors”); and (iii) **CAPITAL ONE, NATIONAL ASSOCIATION**, a national banking association, as agent for the Secured Parties (as defined in the Loan Agreement (defined below)) (together with its successors in such capacity, “Agent”). Capitalized terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Trademark Security Agreement (defined below).

A. Existing Grantors and certain of their affiliates are parties to a Second Amended and Restated Loan and Security Agreement dated as of April 5, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”).

B. In connection with the Loan Agreement, Agent, Existing Grantors, 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 (“Woodmark”, and together with Green, Pacific and WILP, “Former Grantors”) entered into a Trademark Security Agreement dated as of August 5, 2017 (as at any time amended prior to the date hereof, the “Trademark Security Agreement”).

C. Prior to the date hereof, Former Grantors dissolved and Agent released its liens on all personal property of Former Grantors.

D. Pursuant to transactions consummated on or before the date hereof, Grantors and Agent entered into a Consent, Joinder and Amendment No. 8 to Second Amended and Restated Loan and Security Agreement dated on or about the date hereof (the “Loan Agreement Joinder”) pursuant to which, among other things, DaVinci joined the Loan Agreement as a “Guarantor”, and in connection therewith, granted to Agent a security interest and lien in all personal property of DaVinci, including, without limitation, all U.S. Trademarks (as defined below).

E. A condition to the effectiveness of the Loan Agreement Joinder is the execution and delivery of this Agreement by Grantors.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. By its signature below, each New Grantor hereby agrees that it is a “Grantor” under, bound by and subject to all of the provisions of the Trademark Security Agreement, as amended by this Agreement, with the same force and effect as if such New Grantor was an original signatory thereto and a “Grantor” thereunder on the effective date thereof, and such New Grantor hereby agrees to abide by and perform all of its obligations as a “Grantor” under the Trademark Security Agreement, as amended by this Agreement. Each reference to a “Grantor” in the Trademark Security Agreement, as amended by this

Agreement, shall be understood to mean and include each New Grantor as well as Existing Grantors. The terms of the Trademark Security Agreement are hereby incorporated into this Agreement by reference.

2. Schedule A attached to this Agreement 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 a Grantor that were not otherwise disclosed on Schedule I to the Trademark Security Agreement. Schedule A attached hereto supplements, and does not replace, Schedule I attached to the Trademark Security Agreement as in effect prior to the date hereof.

3. Each Grantor pledges and grants to Agent for the benefit of 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 lien and security interest shall secure the Obligations (as defined in the Loan Agreement). The security interests granted pursuant to this Agreement are granted in conjunction with the lien and security interest granted to Agent pursuant to (a) with respect DaVinci, the Loan Agreement Joinder and Loan Agreement and (b) with respect to all other Grantors, the Loan Agreement.

4. Each Grantor represents and warrants to Agent that this Agreement has been duly authorized, executed and delivered by such Grantor and constitutes a legal, valid and binding obligation of such Grantor enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

5. The Trademark Security Agreement (prior giving effect to this Amendment) inadvertently referred to the "Third Amended and Restated Loan and Security Agreement dated as of April 5, 2017" instead of the "Second Amended and Restated Loan and Security Agreement dated as of April 5, 2017". The parties acknowledge that all references in the Trademark Security Agreement to the "Loan Agreement" are intended to be and shall be deemed to be references to the "Second Amended and Restated Loan and Security Agreement dated as of April 5, 2017".

6. Except as otherwise expressly provided in this Agreement, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction. If any provision in or obligation under this Agreement shall be invalid, illegal or otherwise unenforceable in any jurisdiction, then the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby.

7. This 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 Agreement by signing and delivering on or more counterparts.

[Signature page follows]

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

NEW GRANTORS:

CONTINENTAL TOOL GROUP, INC.

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

DAVINCI PURCHASE CORP.

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

EXISTING GRANTORS:

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

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

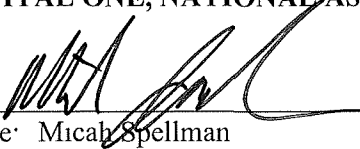
JIFFY AIR TOOL, INC.  
ATSCO HOLDINGS CORPORATION  
BONANZA PROPERTIES CORP.  
COUNTRYWIDE HARDWARE, INC.  
EMBASSY INDUSTRIES, INC.  
EXHAUST TECHNOLOGIES, INC.

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

[Joinder Agreement and Supplement to Trademark Security Agreement]

ACCEPTED AND AGREED.

**CAPITAL ONE, NATIONAL ASSOCIATION**, as Agent

By.  \_\_\_\_\_  
Name: Micah Spellman  
Title: Director

**SCHEDULE A**

**U.S. Trademarks**

<b>Grantor</b>	<b>Trademark</b>	<b>Status in Trademark Office</b>	<b>Country</b>	<b>Application/Registration No.</b>	<b>Filing/Registration Date</b>
Exhaust Technologies, Inc.	AIRCAT LOGO	Registered	U.S.	2,795,122	December 16, 2003
Florida Pneumatic Manufacturing Corporation	KILLER TORQUE	Registered	U.S.	4,926,300	March 29, 2016
Florida Pneumatic Manufacturing Corporation	KILLER TORQUE (Stylized)	Registered	U.S.	5,029,762	August 30, 2016
Florida Pneumatic Manufacturing Corporation	VIBROTHERM DRIVE	Registered	U.S.	5,667,400	January 29, 2019
Florida Pneumatic Manufacturing Corporation	DRYFAN (Stylized)	Registered	U.S.	5,822,532	July 30, 2019
Hy-Tech Machine, Inc.	ATP MAGNUM FORCE	Pending	U.S.	88/486292	June 24, 2019
Hy-Tech Machine, Inc.	ATP CYCLONE	Pending	U.S.	88/461916	June 6, 2019