

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SATIN AMERICAN, LLC	03/30/2012
RECEIVING PARTY DATA	
Name:	MADISON CAPITAL FUNDING LLC, as Agent
Street Address:	30 South Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7940051
Patent Number:	7612988
CORRESPONDENCE DATA	
Fax Number:	(312)863-7806
Phone:	312-863-7198
Email:	nancy.brougher@goldbergkohn.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Nancy Brougher
Address Line 1:	Goldberg Kohn Ltd.
Address Line 2:	55 East Monroe Street, Suite 3300
Address Line 4:	Chicago, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	4975.244
NAME OF SUBMITTER:	Nancy Brougher
Total Attachments: 5 source=Satin Patent Security Agreement#page1.tif source=Satin Patent Security Agreement#page2.tif source=Satin Patent Security Agreement#page3.tif source=Satin Patent Security Agreement#page4.tif source=Satin Patent Security Agreement#page5.tif	

OP \$80.00 7940051

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of March 30, 2012, by the undersigned ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among RELECTRIC SUPPLY COMPANY, LLC, a Delaware limited liability company, as Borrower, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's rights, titles and interests in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Patent Collateral"):

- (a) all of its registered Patents and Patent Licenses set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral

made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

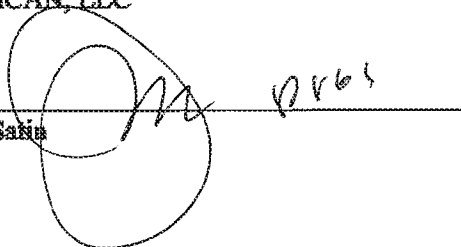
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SATIN AMERICAN, LLC

By: _____

Name: Joseph Satia

Title: President

A handwritten signature, appearing to be 'JS', is written over a horizontal line. To the right of the signature, the handwritten text 'Dr61' is visible.

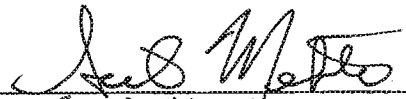
ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: _____

Name: _____

Title: _____


Sunil Mohan
SVP

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

Patent Number	Title	Date Patent Issued
7,940,051	Method for testing circuit breakers	5/10/2011
7,612,988	Switchgear with movable user interface module	11/3/2009

PATENT APPLICATIONS

None.

PATENT LICENSES

None.