

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3200020

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BRADEN MANUFACTURING, L.L.C.	01/09/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	1525 WEST W.T. HARRIS BLVD.
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<b>City:</b>	CHARLOTTE
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28262
<b>PROPERTY NUMBERS Total: 14</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5669812
Patent Number:	5715672
Patent Number:	5957768
Patent Number:	6056084
Patent Number:	6263998
Patent Number:	7540073
Patent Number:	8556028
Application Number:	13358346
Application Number:	13477849
Application Number:	61754131
Application Number:	61779176
Application Number:	14043515
Application Number:	14157970
Application Number:	14209411
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(214)745-5390
<i>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.</i>	

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<b>ATTORNEY DOCKET NUMBER:</b>	4839-728 BRADEN.MFG.2DPSA
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<b>NAME OF SUBMITTER:</b>	ANDREA WALKER
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<b>SIGNATURE:</b>	/Andrea Walker/
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<b>DATE SIGNED:</b>	01/27/2015
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**Total Attachments: 6**

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SECOND AMENDMENT TO  
PATENT SECURITY AGREEMENT

THIS SECOND AMENDMENT TO PATENT SECURITY AGREEMENT (this "Amendment") is entered into as of January 9, 2015, between BRADEN MANUFACTURING, L.L.C., a Delaware limited liability company ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (together with any successors thereto in such capacity, "Administrative Agent") for each of the Secured Parties.

BACKGROUND

A. Global Power Equipment Group, Inc., a Delaware corporation ("Borrower"), Administrative Agent, and the Lenders party thereto executed that certain Credit Agreement dated as of February 21, 2012, (as amended, supplemented, restated or otherwise modified, the "Credit Agreement").

B. In connection with the Credit Agreement, Grantor and Administrative Agent executed that certain Patent Security Agreement dated as of February 21, 2012 (as amended, supplemented, restated or otherwise modified prior to the date hereof, the "Patent Security Agreement").

C. Grantor and Administrative Agent now desire to amend the Patent Security Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements hereafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are all hereby acknowledged, the parties hereto covenant and agree as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Amendment, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Patent Security Agreement and the Credit Agreement.

2. AMENDMENT TO THE PATENT SECURITY AGREEMENT. The Patent Security Agreement is hereby amended as follows:

(a) Amendment to Schedule 1 to the Patent Security Agreement. Effective as of the date hereof, all references in the Patent Security Agreement to "Schedule 1" shall be deemed to refer to the "Schedule 1" attached hereto as Schedule 1.

3. No other changes. Except as explicitly amended by this Amendment, all of the terms and conditions of the Patent Security Agreement shall remain in full force and effect.

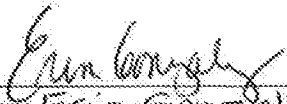
4. Amendment; Continuance of Security Interest and Liens; No Novation. This Amendment is an amendment (but not an extinguishment or novation) of the Patent Security Agreement. The execution, delivery and effectiveness of this Amendment shall not discharge or release the security interest or priority of the Patent Security Agreement, any security agreement, pledge agreement or other instrument securing the Borrower's obligations for the payment of money outstanding under the Credit Agreement.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Amendment may be validly executed and delivered by facsimile or other electronic transmission.

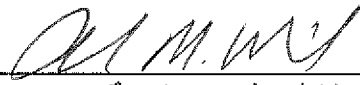
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers all as of the date first above written.

BRADEN MANUFACTURING, L.L.C.

By:   
Name: Erin Gonzalez  
Title: VP and Treasurer

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Administrative Agent

By:   
Print Name: Andrew M. Widmer  
Print Title: Vice President

SCHEDULE 1  
to Patent  
Security Agreement

Item A. Patents

Issued Patents

<u>Country</u>	<u>Title of Invention</u>	<u>Patent No.</u>	<u>Issue/Grant Date</u>
U.S.	Exhaust Gas Diffuser Interface	5669812	09/23/1997
U.S.	Exhaust Silencer Panel for Gas Turbine	5715672	02/10/1998
U.S.	Exhaust Gas Interface	5957768	09/28/1999
U.S.	Exhaust Silencer Panel	6056084	05/02/2000
U.S.	Exhaust Silencer Panel	6263998	07/24/2001
U.S.	Apparatus for Clipping Filter and Coalescer Elements on a Frame	7540073	06/02/2009
U.S.	Acoustic Module for Enclosure Panel	8556028	10/15/13

Pending Patent Applications

<u>Country</u>	<u>Title of Invention</u>	<u>Serial No.</u>	<u>Filing Date</u>
U.S.	Duct with Transition Section for Turbine Exhaust	13/358346	01/25/2012
U.S.	Exhaust Plenum for Gas Turbine	13/477849	05/22/2012
U.S.	Zoned Evaporative Cooling Media	61/754131	01/18/2013
U.S.	Method and Apparatus for Corrugating Filter Media	61/779176	03/13/2013
U.S.	Modular Trash Screen	14/043515	10/01/2013

<u>Country</u>	<u>Title of Invention</u>	<u>Serial No.</u>	<u>Filing Date</u>
U.S.	Zoned Evaporative Cooling Media	14/157970	01/17/2014
U.S.	Method and Apparatus for Corrugating Filter Media	14/209411	03/13/2014

Item B. Patent Licenses

<u>Title of Invention</u>	<u>Patent No./Serial No.</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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