

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM353707

<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>
Magnetek, Inc.		09/02/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as administrative agent		
<b>Street Address:</b>	10 S. Dearborn		
<b>Internal Address:</b>	7th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	a national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 32</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1365377	ELECTROBAR	
<b>Registration Number:</b>	1385077	TCONTROLS	
<b>Registration Number:</b>	1540129	M	
<b>Registration Number:</b>	1543256	M MAGNETEK	
<b>Registration Number:</b>	1549941	FABA	
<b>Registration Number:</b>	1557747	IMPULSE	
<b>Registration Number:</b>	1570692	MAGNETEK	
<b>Registration Number:</b>	1656124	SBP	
<b>Registration Number:</b>	1660597	DSD	
<b>Registration Number:</b>	1674071		
<b>Registration Number:</b>	2215146	PULSESTAR	
<b>Registration Number:</b>	2748152	M	
<b>Registration Number:</b>	2800972	BRAKETRONIC	
<b>Registration Number:</b>	3340511	QUATTRO	
<b>Registration Number:</b>	3576619	E-FORCE	
<b>Registration Number:</b>	3676812	ENGINEERED ENERGY	
<b>Registration Number:</b>	3890391	DRIVEMD	
<b>Registration Number:</b>	3890392	BRAKEMD	

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Property Type	Number	Word Mark
Registration Number:	3891005	HPV
Registration Number:	3974759	M-FORCE
Registration Number:	4215759	M ENERGY · ENGINEERED ·
Registration Number:	4221323	DSD
Registration Number:	4411270	FLEX VUE
Registration Number:	4495028	CAN-2
Registration Number:	1543255	MAGNETEK
Registration Number:	3565038	ENERGY ENGINEERED
Registration Number:	3725896	IMPULSE
Registration Number:	3917286	ENERGY ENGINEERED
Serial Number:	76718159	MONDEL
Serial Number:	76718201	TELEMOTIVE
Serial Number:	76718204	ENRANGE
Serial Number:	76718202	ELECTROMOTIVE SYSTEMS

**CORRESPONDENCE DATA**

Fax Number: 6502515002

*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: 6502515047

Email: jnull@stblaw.com

Correspondent Name: Michelle Morad

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

**ATTORNEY DOCKET NUMBER:** 509265/1900

**NAME OF SUBMITTER:** J. Jason Mull

**SIGNATURE:** /J. Jason Mull/

**DATE SIGNED:** 09/02/2015

**Total Attachments: 5**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of September 2, 2015 is made by Magnetek, Inc., a Delaware corporation (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., as administrative agent (the “Administrative Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of January 23, 2015 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Columbus McKinnon Corporation (“Borrower”), the other Loan Parties from time to time party thereto, the Lenders, and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered an Assumption Agreement, dated on or about the date hereof, to the U.S. Security Agreement, dated as of January 23, 2015, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “U.S. Security Agreement”);

WHEREAS, pursuant to the U.S. Security Agreement, the Grantor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the U.S. Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the Trademark Division of the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Lenders in connection with the U.S. Security Agreement and is expressly subject to the terms and conditions thereof. The U.S. Security Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the U.S. Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the U.S. Security Agreement, the terms of the U.S. Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 2nd day of September, 2015.

**MAGNETEK, INC.**

By:   
Name: Marty J. Schwenner  
Title: Vice President and Chief Financial Officer

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

By: Karen L. Mikols  
Name: Karen L. Mikols  
Title: Authorized Officer

## SCHEDULE A

### U.S. Trademark Registrations and Applications

	Trademark	Reg. #	Appl. #	Owner
1	ELECTROBAR	1,365,377	73533111	Magnetek, Inc.
2	TCONTROLS	1,385,077	73549505	Magnetek, Inc.
3	M	1,540,129	73698759	Magnetek, Inc.
4	M MAGNETEK	1,543,256	73704526	Magnetek, Inc.
5	FABA	1,549,941	73758680	Magnetek, Inc.
6	IMPULSE	1,557,747	73762334	Magnetek, Inc.
7	MAGNETEK	1,570,692	73739055	Magnetek, Inc.
8	SBP	1,656,124	74099838	Magnetek, Inc.
9	DSD	1,660,597	74060502	MagneTek, Inc.
10	[Design Only]	1,674,071	74117974	Magnetek, Inc.
11	PULSESTAR	2,215,146	75207476	Magnetek, Inc.
12	M	2,748,152	76267775	MagneTek, Inc.
13	BRAKETRONIC	2,800,972	76348972	MagneTek, Inc.
14	QUATTRO	3,340,511	76622001	MagneTek, Inc.
15	E-FORCE	3,576,619	76675648	Magnetek, Inc.
16	ENGINEERED ENERGY	3,676,812	76675694	Magnetek, Inc.
17	DRIVEMD	3,890,391	76699512	Magnetek, Inc.
18	BRAKEMD	3,890,392	76699671	Magnetek, Inc.
19	HPV	3,891,005	77805338	Magnetek, Inc.
20	M-FORCE	3,974,759	76701674	Magnetek, Inc.
21	M ENERGY · ENGINEERED	4,215,759	76709277	Magnetek, Inc.
22	DSD	4,221,323	85542674	Magnetek, Inc.
23	FLEX VUE	4,411,270	76711802	Magnetek, Inc.
24	CAN-2	4,495,028	76711843	Magnetek, Inc.
25	MAGNETEK	1,543,255	73698753	Magnetek, Inc.
26	ENERGY ENGINEERED	3,565,038	76978928	Magnetek, Inc.
27	IMPULSE	3,725,896	76688797	Magnetek, Inc.
28	ENERGY ENGINEERED	3,917,286	76675692	Magnetek, Inc.

	Trademark	Reg. #	Appl. #	Owner
1	MONDEL	N/A	76718159	Magnetek, Inc.
2	TELEMOTIVE	N/A	76718201	Magnetek, Inc.
3	ENRANGE	N/A	76718204	Magnetek, Inc.
4	ELECTROMOTIVE SYSTEMS	N/A	76718202	Magnetek, Inc.

### U.S. Trademark Licenses

License granted by Power Integrations, Inc. in favor of Magnetek, Inc., recorded March 14, 1995 at the United States Patent and Trademark Office