

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TCI, LLC	FORMERLY TCI Holdings, LLC	07/25/2008	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	M&I Marshall & Ilsley Bank		
Street Address:	770 North Water Street		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	Banking Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3096683	H5	
Registration Number:	1777035	HARMONIC GUARD	
CORRESPONDENCE DATA			
Fax Number:	(414)978-8675		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4142775675		
Email:	marta.levine@quarles.com		
Correspondent Name:	Marta S. Levine		
Address Line 1:	Quarles & Brady LLP		
Address Line 2:	411 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	630027.00189		
NAME OF SUBMITTER:	Marta S. Levine		
Signature:	/MartaLevine/		

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Date:

04/07/2009

**Total Attachments: 7**

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**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES PATENTS AND TRADEMARKS**

**THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS** (the "Confirmatory Assignment") is made effective as of July 25, 2008, by and from **TCI HOLDINGS, LLC** (to be known as TCI, LLC (the "Assignor"), a Wisconsin limited liability company, whose principal address is 7878 North 86th Street, Milwaukee, Wisconsin 53224, to and in favor of **M&I MARSHALL & ILSLEY BANK**, a Wisconsin banking corporation, whose principal address is 770 North Water Street, Milwaukee, Wisconsin 53202, as Agent (the "Assignee") for lenders ("the Lenders") from time to time parties to that certain Loan Agreement dated as of the date hereof, and as further amended or amended and restated by and among the Assignor, Assignee and the Lenders.

WHEREAS, Assignor and Assignee have entered into a Security Agreement of even date herewith (as amended or amended and restated from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee, for the benefit of the Lenders, a security interest in all of Assignor's personal property and assets;

WHEREAS, Assignor is the owner of the patents (the "Patents") and trademarks and the goodwill of the business in connection therewith (the "Trademarks"), all listed on Exhibit A attached hereto, which Patents are issued with the United States Patent and Trademark Office, and which Trademarks are registered or pending registration with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
  - (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations (as defined in the Loan Agreement) of Assignor, pursuant to the Security Agreement. Upon the payment in full of all Obligations, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Patents and Trademarks acquired under this Confirmatory Assignment.
  - (b) The Assignor hereby assigns and grants to Assignee, for the benefit of the Lenders, a security interest in (1) all of Assignor's right, title and interest

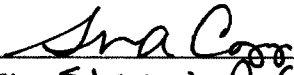
in and to the Patents and Trademarks set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by the Assignor, together with (2) the good will of the business in connection with the Patents and Trademarks, (3) all proceeds and products of the Patents and Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of any of the Patents and Trademarks, or unfair competition regarding the same.

- (c) The rights and remedies of Assignee and the Lenders with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(signature pages follow)

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

**TCI HOLDINGS, LLC**

By:   
Name: Steven A Copp  
Title: President CEO

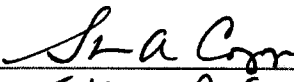
[Signature Page to Confirmatory Assignment of Security Interest  
In United States Patents and Trademarks]

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**TRADEMARK**  
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IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

**TCI, LLC**

By:   
Name: Steven A Copp  
Title: President CEO

[Signature Page to Confirmatory Assignment of Security Interest  
In United States Patents and Trademarks]

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**TRADEMARK**  
**REEL: 003968 FRAME: 0410**

STATE OF WISCONSIN )  
 ) SS.  
COUNTY OF MILWAUKEE )

Steven A. Copp, known to me to be the  
President of TCI HOLDINGS, LLC, personally  
came before me this 26<sup>th</sup> day of July, 2008, and executed or acknowledged to me that  
he executed the foregoing Confirmatory Assignment of Security Interest in United States  
Patents and Trademarks on behalf of TCI HOLDINGS, LLC, and pursuant to authority  
duly received.

(SEAL)

Juan Unger  
Notary Public, State of Wisconsin  
My Commission: expires: 11/13/11

[Notary Page to Confirmatory Assignment of Security Interest  
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TRADEMARK  
REEL: 003968 FRAME: 0411

STATE OF WISCONSIN            )  
  ) SS.  
COUNTY OF MILWAUKEE        )

Steven A. Copp, known to me to be the  
President of TCI, LLC, personally came before  
me this 25<sup>th</sup> day of July, 2008, and executed or acknowledged to me that he executed  
the foregoing Confirmatory Assignment of Security Interest in United States Patents and  
Trademarks on behalf of TCI, LLC, and pursuant to authority duly received.

(SEAL)

Guan Unger  
Notary Public, State of Wisconsin  
My Commission: expires: 11/13/11

[Notary Page to Confirmatory Assignment of Security Interest  
In United States Patents and Trademarks]

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TRADEMARK  
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CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

**U.S. PATENTS**

<u>Description</u>	<u>Patent No.</u>	<u>Issue Date</u>
Bobbin With Integral Support Tabs	6,060,975	05/09/2000
Low-Pass Filter And Electronic Speed Control System For Electric Motors	5,686,806	11/11/1997

**U.S. TRADEMARKS**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
H5	3,096,683	05/23/2006
HARMONIC GUARD	1,777,035	06/15/1993