

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Schumacher Electric Corporation		06/22/2010	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A.
Street Address:	135 South LaSalle Street
Internal Address:	IL4-135-06-00
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 37**

Property Type	Number	Word Mark
Registration Number:	2460511	BATTERY COMPANION
Registration Number:	2957961	CHARGE 'N RIDE
Registration Number:	3009741	COMPUTER SMART
Registration Number:	3441976	DYNACHARGE
Registration Number:	2936936	POWER NOW
Registration Number:	2889200	SCHUMACHER
Registration Number:	2895635	SCHUMACHER
Registration Number:	1880485	SHIP 'N SHORE
Serial Number:	77844783	AUTO VOLTAGE DETECTION
Serial Number:	77847724	MICROPROCESSOR CONTROLLED
Serial Number:	77844292	SCHUMACHER ELECTRIC CORP. SINCE 1947
Serial Number:	78251868	ACT ADVANCED CONTROL TECHNOLOGY
Serial Number:	75812932	BATTERY ATTENDANT

OP \$940.00 2460511

Serial Number:	77189132	BATTERY ATTENDANT
Serial Number:	77196817	CHARGE XPRESS PRO
Serial Number:	72210833	ELECTROMITE
Serial Number:	72286226	ELECTRONIC CORRAL
Serial Number:	72210831	HY CHARGE
Serial Number:	77206238	INSTANT POWER
Serial Number:	77206309	INSTANT POWER+AIR
Serial Number:	77847425	MICROPROCESSOR CONTROLLED FASTER - SMARTER - SAFER
Serial Number:	78398660	OUTDOOR APPROVED
Serial Number:	78398736	OUTDOOR APPROVED
Serial Number:	74588167	PRO-SERIES
Serial Number:	77196904	PROFORMANCE FLEX
Serial Number:	72210836	SPEEDIMITE
Serial Number:	77420323	SPEEDTEST
Serial Number:	77206185	SPORTS POWER
Serial Number:	72210832	SURE FIRE
Serial Number:	73409173	THE RELIABLE LINE
Registration Number:	3375809	CHARGE XPRESS
Registration Number:	3126397	ECHARGE
Registration Number:	3126398	ECHARGE
Registration Number:	3375811	FARM & RANCH
Registration Number:	3375810	MITYMITE
Registration Number:	3380821	SIGNATURE SERIES
Registration Number:	2953850	SPEEDCHARGE

**CORRESPONDENCE DATA**

Fax Number: (312)698-4597  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312.849.8206  
Email: sazabela@mcguirewoods.com  
Correspondent Name: Stephanie A. Zabela, McGuireWoods LLP  
Address Line 1: 77 W. Wacker Drive  
Address Line 2: Suite 4100  
Address Line 4: Chicago, ILLINOIS 60601-1818

NAME OF SUBMITTER: Stephanie Zabela

Signature: /Stephanie Zabela/

**TRADEMARK**

**REEL: 004251 FRAME: 0918**

Date:

08/02/2010

**Total Attachments: 10**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of June 22, 2010, by and between SCHUMACHER ELECTRIC CORPORATION, an Illinois corporation ("Grantor"), and BANK OF AMERICA, N.A., a national banking association ("Bank"), in connection with the Loan Agreement described below.

RECITALS:

WHEREAS, Grantor is indebted to Bank pursuant to that certain Amended and Restated Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and between Grantor and Bank; and

WHEREAS, the parties wish to provide for the terms and conditions upon which the Indebtedness (as defined below) of Grantor to Bank shall be secured by the Trademark Collateral (as defined below); and

WHEREAS, this Agreement is made to secure the Indebtedness and in consideration of advances, credit or other financial accommodations now or hereafter being afforded to Grantor by Bank;

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties hereby agree as follows:

SECTION 1. DEFINITIONS; RULES OF CONSTRUCTION.

1.1. Definitions. Initially capitalized terms used but not defined herein have the respective meanings set forth in the Loan Agreement. As used herein, the following terms have the meanings set forth below:

"Facility Termination Date" means the date as of which all Indebtedness shall have been paid in full and any commitments of Bank or facilities provided by Bank with respect to the Indebtedness have been terminated.

"Indebtedness" has the meaning ascribed to such term in the Security Agreement referred to below.

"Marks" means any trademarks, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country.

"Trademark License" means any written agreement, in which Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any license right in and to any Trademark (whether Grantor is the licensee or the licensor thereunder) including licenses pursuant to which Grantor has obtained the exclusive right to use a trademark owned by a third party, a sublicense to

use a trademark, a distribution agreement relating to goods or services covered by one or more trademarks and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by Grantor and now or hereafter covered by such license agreements.

“Trademarks” means any of the following in which Grantor now holds or hereafter acquires any right, title or interest: (a) all Marks; (b) any reissues, extensions or renewals of any Marks; (c) the goodwill of the business symbolized by or associated with the Marks; (d) all domain names; (e) all means of manufacturing goods or offering services covered by the Marks, including trade secrets, formulas, recipes, customer lists, manufacturing processes, molds, designs, plans and prototypes; (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including payments under all licenses entered into in connection with the Marks and damages, claims, payments and recoveries for past, present or future infringement; and (g) any rights to sue for past, present and future infringements of the Marks.

1.2. Certain Matters of Construction. The terms “herein”, “hereof”, “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. The terms “including” and “include” shall mean “including, without limitation” and, for purposes of each Loan Document, the parties agree that the rule of *ejusdem generis* shall not be applicable to limit any provision. Section titles appear as a matter of convenience only and shall not affect the interpretation hereof. All references to (a) laws or statutes include all related rules, regulations, interpretations, amendments and successor provisions; (b) any document, instrument or agreement include any amendments, waivers and other modifications, extensions or renewals (to the extent permitted hereby or thereby); (c) any section means, unless the context otherwise requires, a section of this Agreement; (d) any exhibits or schedules mean, unless the context otherwise requires, exhibits and schedules attached hereto, which are hereby incorporated by reference; (e) any person or entity include successors and assigns; or (f) unless otherwise specified herein, discretion of Bank means the sole and absolute discretion of Bank. Grantor shall have the burden of establishing any alleged negligence, misconduct or lack of good faith by Bank hereunder. No provision hereof shall be construed against any party by reason of such party having, or being deemed to have, drafted the provision.

## SECTION 2. TRADEMARK COLLATERAL.

2.1. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Bank a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of the Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto; and

(b) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

2.2. Intent-to-Use Applications. Notwithstanding anything to the contrary set forth in Section 2.1 above, or in the Loan Agreement or any other Loan Document, the Trademark Collateral shall not include any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C § 1051(c) or 15 U.S.C § 1051(d), respectively, or, if

filed, has not been deemed in conformance with 15 U.S.C § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office.

2.3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Bank pursuant to that certain Amended and Restated Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and between Grantor and Bank, and any other document providing for the grant of a security interest delivered in connection therewith or in connection with the Loan Agreement. Grantor hereby acknowledges and affirms that the rights, remedies and obligations of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and in any other document providing for the grant of a security interest delivered in connection therewith or in connection with the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

2.4. Authorization to Supplement. If Grantor has or obtains rights to any Trademarks or Trademark Licenses not listed on Schedule I, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Bank with respect to any such additional Trademarks or Trademark Licenses. Without limiting Grantor's obligations under this Section 2.4, Grantor hereby authorizes Bank unilaterally to modify this Agreement by amending Schedule I to include any such additional Trademarks or Trademark Licenses. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

### SECTION 3. COVENANTS.

3.1. Prosecution of Applications; Maintenance and Renewal of Trademarks. Except as could not reasonably be expected to have a Material Adverse Effect on the value or enforceability of, or any rights of Grantor or Bank in, any of the Trademark Collateral, Grantor shall, until the Facility Termination Date, (a) use commercially reasonable efforts to prosecute any Trademark pending as of the date hereof or thereafter, and (b) promptly make applications for, register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office any Trademark or Trademark License set forth in Schedule I or otherwise, in all such cases the filing and payment of maintenance, registration and/or renewal fees, the filing of applications for renewal, affidavits of use, affidavits of noncontestability, the filing and diligent prosecution of opposition, interference and cancellation proceedings, and promptly responding to all requests and inquiries from the United States Patent and Trademark Office. Except as could not reasonably be expected to have a Material Adverse Effect on the value or enforceability of, or any rights of Grantor or Bank in, any of the Trademark Collateral, Grantor also agrees to preserve and maintain all rights in the Trademark Collateral. Grantor further agrees to retain experienced trademark attorneys for the filing and prosecution of all such applications and other proceedings when and if applicable. Except as could not reasonably be expected to have a Material Adverse Effect on the value or enforceability of, or any rights of Grantor or Bank in, any of the Trademark Collateral, Grantor shall not, without Bank's prior written consent (to be given or withheld in Bank's discretion), abandon any rights in or fail to pay any maintenance or renewal fee for any Trademark listed in Schedule I or breach, terminate, fail to renew or extend, or fail to perform any duties or obligations for any Trademark License listed in Schedule I. Grantor further agrees that it will not take any action, or permit any action to be taken by any person or entity to the extent that such person or entity is subject to its control, including licensees, or fail to take any action, that could reasonably be expected to have a Material Adverse Effect on the validity, priority, perfection or enforcement of the rights granted to Bank under this Agreement, and any such action if it shall take place shall be null and void and of no effect whatsoever.

3.2. Protection of Trademarks. Grantor shall (a) protect, defend and maintain the validity and enforceability of all of Grantor's current and future Trademarks; (b) use its commercially reasonable efforts to detect material infringements of such Trademarks and promptly advise Bank in writing of material infringements detected; and (c) not allow any Trademarks to be abandoned, forfeited or dedicated to the public. At any time during the continuance of an Event of Default under the Loan Agreement or any other Loan Document, Grantor shall not commence, or cause to be commenced, any action, proceeding, lawsuit, mediation or arbitration relating to the Trademark Collateral without the prior written consent of Bank, such consent not to be unreasonably withheld, delayed or conditioned, nor shall Grantor engage in any activity or conduct that could give rise to declaratory judgment jurisdiction. At Grantor's sole expense, Bank shall have the right (but shall not be obligated) during the continuance of an Event of Default under the Loan Agreement or any other Loan Document to select counsel and/or participate in any action, proceeding, lawsuit, mediation or arbitration that could reasonably be expected to have a Material Adverse Effect on the rights in, validity or enforceability of the Trademark Collateral. In addition, any proposed settlement or compromise of any action, proceeding, lawsuit, mediation or arbitration that could be reasonably expected to have a Material Adverse Effect on the value, validity or enforceability of, or any rights of Grantor or Bank in the Trademark Collateral must be approved, in writing, by Bank, whether or not an Event of Default has occurred and is continuing under the Loan Agreement or any other Loan Document.

3.3. Expenses. Any expenses incurred in connection with prosecution, registration and maintenance shall be borne by Grantor. If Grantor fails to comply with any of the provisions of Section 3.1 or 3.2, Bank shall have the right (but shall not be obligated) to do so on behalf of Grantor to the extent permitted by applicable laws, but at Grantor's sole expense, and Grantor hereby agrees to reimburse Bank in full for all expenses, including the reasonable fees and disbursements of counsel incurred by Bank in procuring, protecting, defending and maintaining the Trademark Collateral. In the event that Grantor fails to pay when due any expenses or fees required to be paid by it hereunder, or fails to comply with any other duty under this Agreement, Bank may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of Grantor, and all monies so paid out shall be Indebtedness of Grantor repayable on demand, together with interest at the Bank's Prime Rate plus the Applicable Rate.

SECTION 4. MISCELLANEOUS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, legal representatives, and assigns. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement and shall be considered to be a Loan Document. This Agreement, together with the Loan Agreement, the Security Agreement, and the other Loan Documents, embodies the entire agreement among the parties with respect to the subject matter hereof and amends and supersedes all prior agreements and understandings relating to such subject matter. This Agreement shall be governed by, and construed in accordance with, the law of the State of Illinois. To the extent not prohibited by applicable laws, each of the parties hereto waives its right to a trial by jury, if any, in any action to enforce, defend, interpret, or otherwise concerning this Agreement. Without limiting the applicability of any other provision of the Loan Agreement, the terms of Section 12.2, Section 12.4, and Section 12.5 of the Loan Agreement are incorporated herein, *mutatis mutandis*, and shall apply to and govern this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the date first written above.

**GRANTOR:**

**SCHUMACHER ELECTRIC CORPORATION**

By: *Daniel J. Frano*  
Name: *DANIEL J. FRANO*  
Title: *V.P. FINANCE/CFO*

**BANK:**

**BANK OF AMERICA, N.A.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the date first written above.

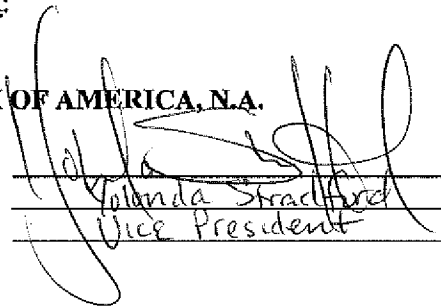
**GRANTOR:**

**SCHUMACHER ELECTRIC CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BANK:**

**BANK OF AMERICA, N.A.**

By:   
Name: Yolanda Stradford  
Title: Vice President

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

<b>TRADEMARK</b>	<b>COUNTRY OF REGISTRATION</b>	<b>DATE REGISTERED</b>	<b>TRADEMARK REGISTRATION NUMBER</b>
Battery Companion	United States	6/12/2001	2460511
Charge 'N Ride	United States	5/31/2005	2957961
Computer Smart	United States	10/25/2005	3009741
Dynacharge	United States	6/3/2008	3441976
Power Now	United States	3/29/2005	2936936
Schumacher	United States	9/28/2004	2889200
Schumacher	United States	10/19/2004	2895635
Ship 'N Shore	United States	2/28/1995	1880485

TRADEMARK APPLICATIONS

<b>TRADEMARK</b>	<b>COUNTRY OF APPLICATION</b>	<b>DATE FILED</b>	<b>TRADEMARK APPLICATION NUMBER</b>
Auto Voltage Detection	United States	10/8/2009	77844783
Microprocessor Controlled	United States	10/13/2009	77847724
Schumacher Electric Corporation Since	United States	10/8/2009	77844292

<b>1947</b>			
<b>ACT Advanced Control Technology</b>	<b>United States</b>	<b>5/20/2003</b>	<b>78251868</b>
<b>Battery Attendant</b>	<b>United States</b>	<b>9/29/1999</b>	<b>75812932</b>
<b>Battery Attendant</b>	<b>United States</b>	<b>5/24/2007</b>	<b>77189132</b>
<b>Charge Xpress Pro</b>	<b>United States</b>	<b>6/14/2007</b>	<b>77196817</b>
<b>Electromite</b>	<b>United States</b>	<b>1/27/1965</b>	<b>72210833</b>
<b>Electronic Corral</b>	<b>United States</b>	<b>12/4/1967</b>	<b>72286226</b>
<b>Hy Charge</b>	<b>United States</b>	<b>1/27/1965</b>	<b>72210831</b>
<b>Instant Power</b>	<b>United States</b>	<b>6/14/2007</b>	<b>77206238</b>
<b>Instant Power + Air</b>	<b>United States</b>	<b>6/14/2007</b>	<b>77206309</b>
<b>Microprocessor Controlled</b>	<b>United States</b>	<b>10/13/2009</b>	<b>77847425</b>
<b>Outdoor Approved</b>	<b>United States</b>	<b>4/8/2004</b>	<b>78398660</b>
<b>Outdoor Approved</b>	<b>United States</b>	<b>4/8/2004</b>	<b>78398736</b>
<b>Pro Series</b>	<b>United States</b>	<b>10/20/1994</b>	<b>74588167</b>
<b>Proformance Flex</b>	<b>United States</b>	<b>6/4/2007</b>	<b>77196904</b>
<b>Speedimite</b>	<b>United States</b>	<b>1/27/1965</b>	<b>72210836</b>
<b>SpeedTest</b>	<b>United States</b>	<b>3/12/2008</b>	<b>77420323</b>
<b>Sports Power</b>	<b>United States</b>	<b>6/14/2007</b>	<b>77206185</b>
<b>Sure Fire</b>	<b>United States</b>	<b>1/27/1965</b>	<b>72210832</b>
<b>The Reliable Line</b>	<b>United States</b>	<b>1/13/1983</b>	<b>73409173</b>

**INTENT-TO-USE TRADEMARK APPLICATIONS<sup>1</sup>**

<b>TRADEMARK</b>	<b>COUNTRY OF APPLICATION</b>	<b>DATE REGISTERED</b>	<b>TRADEMARK APPLICATION NUMBER</b>
<b>Charge Xpress</b>	<b>United States</b>	<b>1/29/2008</b>	<b>3375809</b>
<b>ECHARGE</b>	<b>United States</b>	<b>8/8/2006</b>	<b>3126397</b>
<b>E Charge</b>	<b>United States</b>	<b>8/8/2006</b>	<b>3126398</b>
<b>Farm &amp; Ranch</b>	<b>United States</b>	<b>1/29/2008</b>	<b>3375811</b>
<b>Mity Mite</b>	<b>United States</b>	<b>1/19/2008</b>	<b>3375810</b>
<b>Signature Series</b>	<b>United States</b>	<b>2/12/2008</b>	<b>3380821</b>
<b>SpeedCharge</b>	<b>United States</b>	<b>5/17/2005</b>	<b>2953850</b>

**TRADEMARK LICENSES**

<b>TRADEMARK</b>	<b>OWNER</b>	<b>COUNTRY OF REGISTRATION</b>	<b>DATE REGISTERED</b>	<b>TRADEMARK REGISTRATION NUMBER</b>
<b>DSR</b>	<b>Don Schumacher Racing Corporation</b>	<b>United States</b>	<b>Not yet registered. Date filed 10/8/2009</b>	<b>Not yet registered. Application # 77844401</b>
<b>DIEHARD</b>	<b>KCD IP, LLC</b>	<b>United States</b>	<b>10/19/04</b>	<b>2895818</b>
<b>NASCAR</b>	<b>National Association for</b>	<b>United States</b>	<b>8/1/1995</b>	<b>1908112</b>

<sup>1</sup> Pursuant to Section 2.2 above, no intent-to-use United States trademark application is included in the Trademark Collateral until an amendment to allege use or statement of use has been filed under 15 U.S.C § 1051(c) or 15 U.S.C § 1051(d), respectively, and, if filed, has been deemed in conformance with 15 U.S.C § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office.

	<b>Stock Car Auto Racing, Inc.</b>			
<b>NASCAR Performance</b>	<b>National Association for Stock Car Auto Racing, Inc.</b>	<b>United States</b>	<b>12/4/2007</b>	<b>3347990</b>

**UNREGISTERED TRADEMARKS**

<b>TRADEMARK</b>	<b>COUNTRY OF APPLICATION</b>	<b>DATE FILED</b>	<b>TRADEMARK APPLICATION NUMBER</b>
<b>DSR ProSeries</b>	<b>United States</b>	<b>Never Filed</b>	<b>Never Filed</b>
<b>Nautilus</b>	<b>United States</b>	<b>Never Filed</b>	<b>Never Filed</b>
<b>Pro Charger</b>	<b>United States</b>	<b>Never Filed</b>	<b>Never Filed</b>
<b>Pro Master</b>	<b>United States</b>	<b>Never Filed</b>	<b>Never Filed</b>
<b>Smart Charge</b>	<b>United States</b>	<b>Never Filed</b>	<b>Never Filed</b>

Schedule I

V11038873.2

**RECORDED: 08/02/2010**

**TRADEMARK  
REEL: 004251 FRAME: 0929**