

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
	Dynapower Company LLC		12/28/2012	LIMITED LIABILITY COMPANY: DELAWARE
	DP Acquisition Corporation		12/28/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA				
Name:	Fifth Third Bank, as agent			
Street Address:	222 South Riverside Plaza			
Internal Address:	30th Floor			
City:	Chicago			
State/Country:	ILLINOIS			
Postal Code:	60606			
Entity Type:	banking corporation: OHIO			
PROPERTY NUMBERS Total: 3				
	Property Type	Number	Word Mark	
	Serial Number:	85669230	POWERSKID	
	Serial Number:	85669235	COMPACT POWER SYSTEMS	
	Serial Number:	85669238	MICRO POWER SYSTEMS	
CORRESPONDENCE DATA				
Fax Number:	3126095005			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-609-7897			
Email:	hmiller@vedderprice.com			
Correspondent Name:	Holly Miller			
Address Line 1:	222 North LaSalle Street - 24th Floor			
Address Line 4:	Chicago, ILLINOIS 60601			
ATTORNEY DOCKET NUMBER:	31417000070			

CH \$90.00 85669230

NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	01/22/2013
Total Attachments: 6 source=31417.00.0070 - Grant of Security Interest in Trademarks and Patents#page1.tif source=31417.00.0070 - Grant of Security Interest in Trademarks and Patents#page2.tif source=31417.00.0070 - Grant of Security Interest in Trademarks and Patents#page3.tif source=31417.00.0070 - Grant of Security Interest in Trademarks and Patents#page4.tif source=31417.00.0070 - Grant of Security Interest in Trademarks and Patents#page5.tif source=31417.00.0070 - Grant of Security Interest in Trademarks and Patents#page6.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

This GRANT OF SECURITY INTEREST IN TRADEMARK AND PATENT RIGHTS (this "*Agreement*"), dated as of December 28, 2012, is made by **Dynapower Company LLC**, a Delaware limited liability company ("*Dynapower*") and **DP Acquisition Corporation**, a Delaware corporation ("*Holdings*"), located at 85 Meadowland Drive, South Burlington, Vermont 05304 (collectively, the "*Grantor*"), in favor of FIFTH THIRD BANK, an Ohio banking corporation, as Agent (the "*Agent*") in connection with that certain Security Agreement dated as of December 28, 2012 among Grantor, the other "*Grantors*" party thereto and the Agent (as amended, restated, supplemented or modified from time to time, the "*Security Agreement*"). Capitalized terms not otherwise defined herein are being used herein as defined in the Security Agreement.

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Lenders a continuing security interest in all Intellectual Property constituting Collateral, including the Trademarks and Patents listed on Schedule A hereto (the "*Additional Intellectual Property*"); 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 extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks and Patents (including, without limitation, the Additional Intellectual Property) (collectively, the "*Collateral*"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. 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. Delivery by facsimile or electronic transmission of a portable document file (also known as a .pdf file) of an executed counterpart signature page shall be effective as a manually executed counterpart signature hereof.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (INCLUDING, WITHOUT LIMITATION, 735 ILCS SECTION 105/5-1 ET SEQ., BUT OTHERWISE WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS.

SECTION 6. Excluded Collateral. Notwithstanding anything to the contrary contained in this Assignment, the security interest created by this Assignment shall not extend to, and the term "Trademark" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered a Trademark hereunder and the security interest granted hereunder shall extend to such Trademark.

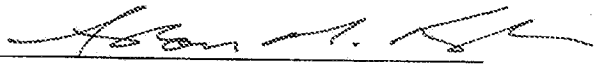
(Signature Page Follows)

(Signature Page to Grant of Security Interest In Trademark and Patent Rights)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

DYNAPOWER COMPANY LLC, a
Delaware limited liability company

By 
Adam Knudsen
Chief of Operations

DP ACQUISITION CORPORATION, a
Delaware corporation

By _____
John H. Underwood
Vice President and Secretary

(Signature Page to Grant of Security Interest In Trademark and Patent Rights)

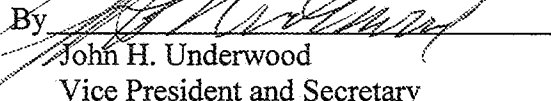
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GRANTORS:

DYNAPOWER COMPANY LLC, a
Delaware limited liability company

By _____
Adam Knudsen
Chief of Operations

DP ACQUISITION CORPORATION, a
Delaware corporation

By  _____
John H. Underwood
Vice President and Secretary

(Signature Page to Grant of Security Interest In Trademark and Patent Rights)

AGENT:

FIFTH THIRD BANK, an Ohio banking
corporation

By: Adolph G. Letke

Adolph G. Letke
Vice President

CHICAGO/#2395613

TRADEMARK
REEL: 004946 FRAME: 0440

SCHEDULE A

(To Grant Security Interest in Trademark/Patent Rights)

U.S. and foreign Patent/Trademark Registrations and Applications

Patents

Grantor	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
Dynapower Company LLC	Pending	61644547	N/A	July 9, 2012

Trademarks

Grantor	Trademark Name	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Dynapower Company LLC	Powerskid	85669230	N/A	July 5, 2012	N/A
Dynapower Company LLC	Compact Power System	85669235	N/A	July 5, 2012	N/A
Dynapower Company LLC	Micro Power System	85669238	N/A	July 5, 2012	N/A

Licenses

None.