

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intermatic Incorporated		02/28/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DMK LLC, as collateral agent		
Street Address:	12476 Ridge Road, Seminole Landing		
City:	N. Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33408		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	2851406	ARRESTERGUARD	
Registration Number:	1943876	EASYTRAC	
Registration Number:	2061068	ELECTRA SOURCE	
Registration Number:	1276863	GOOD NITE LIGHT	
Registration Number:	1753172	GUARDIAN	
Registration Number:	1117588	INTERMATIC	
Registration Number:	2399112	INTERMATIC	
Registration Number:	0548984	INTERMATIC	
Registration Number:	1381137	INTERMATIC	
Registration Number:	1117585	INTERMATIC	
Registration Number:	1080228	INTERMATIC	
Registration Number:	3610426	INTOUCH	
Registration Number:	3295343	I-WAVE	
Registration Number:	3609082	MAKE THE CONNECTION	
Registration Number:	1645918	POWER ALERT	
Registration Number:	3705658	PROVIDING A BRIGHTER SOLUTION	
Registration Number:	0604831	TIME-ALL	
Serial Number:	86099641	COMPRESSOR DEFENDER	
Serial Number:	86103560	I	
Serial Number:	85839559	INTERMATIC MEXICANA S. DE R.L. DE C.V.	

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TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 3122585600*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.***Phone:** 312-258-5724**Email:** cbollinger@schiffhardin.com**Correspondent Name:** Chris L. Bollinger**Address Line 1:** P.O. Box 06079**Address Line 2:** Schiff Hardin LLP**Address Line 4:** Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER:	05251-0225
NAME OF SUBMITTER:	Chris L. Bollinger
SIGNATURE:	/Chris L. Bollinger/
DATE SIGNED:	03/10/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2014 (as amended, restated or otherwise modified from time to time, this "*Trademark Security Agreement*"), by and between INTERMATIC INCORPORATED, a Delaware corporation ("Grantor") and DMK LLC, as Collateral Agent for and on behalf of the Lenders (defined in the Security Agreement defined below) ("Secured Party").

WITNESSETH:

WHEREAS, Grantor is party to that certain General Security Agreement dated as of February 28, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), by and among Grantor, Intermatic Far East L.L.C., a Delaware limited liability company, the other grantors party thereto and Secured Party, pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Secured Party to enter into the Credit Agreement, Grantor hereby agrees with Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby unconditionally grants, collaterally assigns, and pledges to Secured Party for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title, and interest in and to the following, whether now owned, existing or hereafter acquired or arising (collectively, the "*Trademark Collateral*") to secure the Secured Obligations:

(a) (i) all of Grantor's Trademarks and Trademark Licenses, including without limitation those referred to on Schedule I hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, and (iv) the right to sue for past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill; and

(b) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any Excluded Property, including any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto; provided, that, upon such filing, the Trademark Collateral shall include, and the security interests granted under Section 2 hereof shall attach to, such intent-to-use application.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interest granted to Secured Party pursuant to the Security Agreement and Grantor hereby acknowledges and affirms

that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

SECTION 4. Authorization to Supplement. If Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to Secured Party in accordance with the terms of the Security Agreement with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

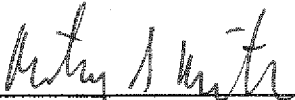
SECTION 5. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 12 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[signature page to follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INTERMATIC INCORPORATED

By: 
Name: Antony S. Meister
Title: CFO, Vice President - Corporate Controller,
Secretary and Treasurer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

(see attached)

05251-0225
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SCHEDULE ITrademarks

Jurisdiction	Mark	Application No.	Filing Date	Registration No.	Registration Date
U.S.	ARRESTERGUARD	76/362,600	1/23/2002	2,851,406	6/8/2004
U.S.	COMPRESSOR DEFENDER	86/099,641	10/23/2013		
U.S.	EASYTRAC	74/600,075	11/17/1994	1,943,876	12/26/1995
U.S.	ELECTRA SOURCE	75/094,423	4/23/1996	2,061,068	5/13/1997
U.S.	GOOD NITE LIGHT	73/404,952	12/6/1982	1,276,863	5/8/1984
U.S.	GUARDIAN and Design	74/230,725	12/13/1991	1,753,172	2/16/1993
U.S.	I-SHIELD Design	86/103,560	10/28/2013		
U.S.	INTERMATIC	73/095,263	8/2/1976	1,117,588	5/8/1979
U.S.	INTERMATIC	75/602,277	12/8/1998	2,399,112	10/31/2000
U.S.	INTERMATIC (Stylized)	71/593,414	3/4/1950	548,984	10/2/1951
U.S.	INTERMATIC and Design	73/543,531	6/17/1985	1,381,137	2/4/1986
U.S.	INTERMATIC and Design	73/091,263	6/22/1976	1,117,585	5/8/1979
U.S.	INTERMATIC and Design (HOURGLASS)	73/065,559	10/6/1975	1,080,228	12/27/1977
U.S.	INTERMATIC MEXICANA S. DE R.L. DE C.V.	85/839,559	2/4/2013		
U.S.	INTOUCH	78/834,735	3/10/2006	3,610,426	4/21/2009

Jurisdiction	Mark	Application No.	Filing Date	Registration No.	Registration Date
U.S.	I-WAVE	78/760,490	11/23/2005	3,295,343	9/18/2007
U.S.	MAKE THE CONNECTION	76/646,532	9/12/2005	3,609,082	4/21/2009
U.S.	POWER ALERT	74/067,687	6/11/1990	1,645,918	5/28/1991
U.S.	PROVIDING A BRIGHTER SOLUTION	76/646,531	9/12/2005	3,705,658	11/3/2009
U.S.	TIME-ALL	71/665,704	5/4/1954	604,831	4/19/1955