

08-28-1998

Form PTO-1594
1-31-92U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100808863

To the Honorable Commissioner

attached original documents or copy thereof.

1. Name of conveying party(ies):

Generac Portable Products, LLC

- ☐ Individuals
☐ General Partnership -
☒ Corporation-Delaware
☐ Other
- ☐ Association
☐ Limited Partnership

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

MRD 8-21-98

- ☐ Assignment
☒ Security Agreement
☒ Other
- ☐ Merger
☐ Change of Name

Execution Date: July 9, 1998

2. Name and address of receiving party(ies):

Name: Bankers Trust Company

Internal Address:

Street Address: 130 Liberty Street

City: New York State: New York ZIP: 10006

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation
☒ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
75/203,329

Trademark Registration No.(s)\

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jonathan Senft

Internal Address: 1155 Avenue of the Americas, Room 3609

Street Address:

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved

6

7. Total fee (37 CFR 3.41): \$ 165.00

X ☐ Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

04/25/1998 INHUYEN 00000072 75203329

01 FC:481

40.00 OP

02 FC:482

125.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Meredith Schorr

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

SCHEDULE A to
ASSIGNMENT OF SECURITY INTERESTS

SCHEDULE OF MARKS

Trademarks Pending

<u>Mark</u>	<u>Application Serial Number</u>	<u>Date Filed</u>
GRIPSTART	US75/203,329	November 25, 1996
MEGAFORCE	US75/249,372	February 27, 1997
SAFETY FLOW	US75/203,328	November 25, 1996
SMARTWELD	US75/331,792	July 28, 1997
TRIGGER UP	US75/203,332	November 25, 1996
WATER CHECK	US75/203,331	November 25, 1996

Unfiled Common Law Trademarks

LITEHOUSE
NIAGARA
HOME AND AWAY (also sometimes used as HOME & AWAY)
SPORT AND HOME (also sometimes used as SPORT & HOME)
G-FORCE
SV
SVP
SVT
XL
EC
ET

Trademark Licensed from Generac Corporation:

Mark
GENERAC PORTABLE PRODUCTS.
("GENERAC" U.S. Trademark Registration Number 1,706,283).

ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Generac Portable Products, LLC, a Delaware corporation (the "Assignor") with principal offices at 1 Generac Way, Jefferson, Wisconsin 53549, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's right, title and interest in and to the United States patents and pending patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.


THIS ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of July 9, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the

Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee 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 Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 9th day of July, 1998.

GENERAC PORTABLE PRODUCTS, LLC
Assignor

By: 
Name:
Title:

BANKERS TRUST COMPANY,
as Collateral Agent, Assignee

By: _____
Name:
Title:

Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee 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 Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 9th day of July, 1998.

GENERAC PORTABLE PRODUCTS, LLC
Assignor

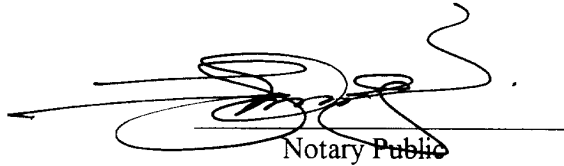
By: _____
Name:
Title:

BANKERS TRUST COMPANY,
as Collateral Agent, Assignee

By: 
Name: **PATRICIA HOGAN**
Title: **PRINCIPAL**

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 9th day of July, 1998, before me personally came
Richard A. Anbe who, being by me duly sworn, did state as follows: that ~~[s]~~he is
Secretary and
Treasurer of Generac Portable Products, LLC, that ~~[s]~~he is authorized to execute the
foregoing Assignment of Security Interest on behalf of said corporation and that ~~[s]~~he did so by
authority of the Board of Directors of said corporation.




Notary Public

FIDEL M. DELA MERCED, JR.
Notary Public, State of New York
No. 41-4853002
Qualified in New York County
Commission Expires Feb 10, 2000

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 9th day of July, 1998, before me personally came
PATRICIA HOGAN who, being by me duly sworn, did state as follows: that [s]he
is PRINCIPAL of Bankers Trust Company, that [s]he is authorized to execute the
foregoing Assignment of Security Interest on behalf of said corporation and that [s]he did so by
authority of the Board of Directors of said corporation.



Notary Public

DAVID C. WHEELER
Notary Public, State of New York
No. 01WH5034555
Qualified in New York County
Commission Expires Oct. 17, 1998