

## 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
Compact Power, Inc.		12/22/2003	CORPORATION: NORTH CAROLINA

## RECEIVING PARTY DATA

Name:	The CIT Group/Business Credit, Inc.
Street Address:	301 South Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	CORPORATION: NEW YORK

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2547099	POWERHOUSE PRODIGY
Registration Number:	2618934	POWERHOUSE PROWLER
Registration Number:	2549878	PRODIGY

## CORRESPONDENCE DATA

Fax Number: (704)331-5136

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 704-378-4700

Email: hbarnes@hunton.com

Correspondent Name: Haywood A. Barnes, Esq.

Address Line 1: 101 South Tryon Street

Address Line 2: Suite 3500

Address Line 4: Charlotte, NORTH CAROLINA 28280

ATTORNEY DOCKET NUMBER:

58235.21

NAME OF SUBMITTER:

Ann Vandiver, Paralegal

Total Attachments: 4

900004728

TRADEMARK  
REEL: 002785 FRAME: 0394

CH 2547099 \$90.00

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of the 22nd day of December, 2003, by and between COMPACT POWER, INC., a North Carolina corporation, (the "Grantor"), and THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation (the "Secured Party"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Financing Agreement, dated the date hereof, between the Grantor and the Secured Party, as from time to time amended, modified, supplemented or restated (the "Financing Agreement").

WHEREAS, the Grantor has, pursuant to the Financing Agreement granted to the Secured Party a security interest in and to all of the right, title and interest of Grantor, in, to and under the Collateral, including with respect thereto, the Trademarks, as collateral security for the payment and performance in full when due of the Obligations; and

WHEREAS, the Grantor and the Secured Party wish to further memorialize the security interest described above as it relates to the registered and pending U.S. federal Trademarks identified in Schedule A, attached hereto, and incorporated herein by this reference.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grants unto the Secured Party a security interest in and lien on in all of its right, title and interest in the Trademarks identified in Schedule A attached hereto, as collateral security for the payment and performance in full when due of the Obligations. The Grantor and the Secured Party hereby acknowledge and agree that the security interest in the Trademarks identified in the attached Schedule A is not to be construed as an assignment of any such Trademark.

*(Signature page follows)*

IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement as an instrument as of the date first written above.

COMPACT POWER, INC., Grantor

By: Roger Braswell  
Name: Roger Braswell  
Title: President

Acknowledged and Agreed:

THE CIT GROUP/BUSINESS CREDIT, INC.,  
Secured Party

By: Douglas A. Nickel  
Douglas A. Nickel, Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF NORTH CAROLINA    )  
  )  
COUNTY OF MECKLENBURG    )       ss.

On this 19<sup>th</sup> day of December, 2003 before me personally appeared Roger Braswell, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of COMPACT POWER, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Doris H. Gane  
Notary Public

*My commission expires 10/17/08*

{seal}

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

<b>Trademark</b>	<b>Registration #</b>	<b>Registration Date</b>
Powerhouse Prodigy	2,547,099	3/12/02
Powerhouse Prowler	2,618,934	9/10/02
Prodigy	2,549,878	3/19/02