

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
Riley Power Inc.		05/26/2005	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	LaSalle Bank National Association, as Agent
Street Address:	135 S. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1873733	STS
Registration Number:	1695950	CCV
Registration Number:	1691363	TSV
Registration Number:	0737912	RILEY
Registration Number:	1113994	RILEY
Registration Number:	0813451	TURBO
Registration Number:	2481806	DELTA WING
Registration Number:	1072112	ATRITA
Registration Number:	1126342	POWER-SONIC
Registration Number:	1700436	QWIKTUBE

CORRESPONDENCE DATA

Fax Number: (312)577-4752
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$265.00 1873733

Email: penelope.johnson@kattenlaw.com
Correspondent Name: Penelope S. Johnson
Address Line 1: 525 W. Monroe Street
Address Line 2: c/o Katten Muchin Rosenman LLP
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Penelope S. Johnson
Signature:	/Penelope S. Johnson/
Date:	06/08/2005

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 26, 2005, by RILEY POWER INC., a Massachusetts corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (in such capacity, the "Agent").

RECITALS

A. The Grantor and/or its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Agent, pursuant to which such financial institutions have agreed to make loans and other financial accommodations for the account of, Grantor and/or its affiliates.

B. The Grantor has entered into a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Agent pursuant to which certain obligations owed to the Agent and the Lenders are secured.

C. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for the benefit of the Agent and the Lenders, this Agreement.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to the Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure, among other things, the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing 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:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith, except any such trademark license that, to the extent and so for long as, by its terms, restricts the granting of a security interest; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement


of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

*Remainder of Page Intentionally Left Blank
- Signature Page Follows -*

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

RILEY POWER INC., a Massachusetts corporation

By: 
Name: Anthony A. Berman
Title: VICE PRESIDENT

ACKNOWLEDGED:

LASALLE BANK NATIONAL ASSOCIATION,
as Agent

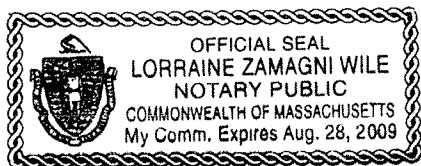
By: _____
Name: James D. Chiarelli
Title: Vice President

*Signature Page to Riley Trademark
Security Agreement*

**TRADEMARK
REEL: 003098 FRAME: 0760**

STATE OF Mass.)
COUNTY OF Essex) SS

On this 24th day of May, 2005, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that such person is the above-indicated officer of the Grantor, and which executed the above instrument; and that such person signed such person's name thereto by authority of the board of directors or similar governing of said entity.



Lorraine Zamagni Wile
Notary Public

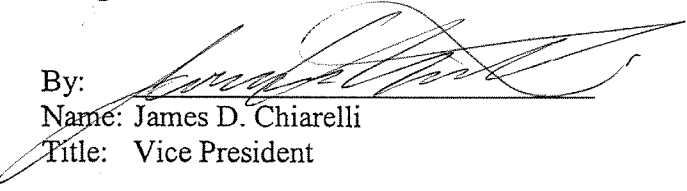
The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

RILEY POWER INC., a Massachusetts corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGED:

LASALLE BANK NATIONAL ASSOCIATION,
as Agent

By: 
Name: James D. Chiarelli
Title: Vice President

*Signature Page to Riley Trademark
Security Agreement*

**TRADEMARK
REEL: 003098 FRAME: 0762**

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark Serial Number	Trademark Registration Number	Date of Application	Date of Registration
74312799	1873733	9/11/92	1/17/95
74166128	1695950	5/13/91	6/23/92
74165918	1691363	5/13/91	6/09/92
72127667	0737912	9/11/61	9/18/62
73071696	1113994	12/15/75	2/27/79
72207906	0813451	12/10/64	8/23/66
75913014	2481806	2/8/00	1/28/01
73107062	1072112	11/18/76	8/30/77
73081942	1126342	3/22/76	10/30/79
74165911	1700436	5/13/91	7/14/92
	0624074		3/27/56