

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Grant of Security Interest
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hawker Powersource, Inc.		06/27/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	1455 Market Street, 5th Floor
Internal Address:	Mail Code: CA5-701-05-19
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	Collateral Agent:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77393681	ENVIROLINK
Registration Number:	2333015	HARNESS THE POWER
Registration Number:	2303947	LIFEPLUS
Registration Number:	2782024	POWERGUARD
Registration Number:	2641394	POWERLINE
Serial Number:	77393637	TOP POWER
Serial Number:	77392766	WATER LESS
Registration Number:	2388819	WATER LESS

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-819-8200
 Email: trademarkdocket@whitecase.com
 Correspondent Name: Matthew Bart

CH \$215.00 77393681

Address Line 1: White & Case LLP
Address Line 2: 1155 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1130973-0002
NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	07/16/2008

Total Attachments: 8
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GRANT OF SECURITY
INTEREST IN U.S. PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Hawker Powersource, Inc., a Delaware corporation (“the Grantor”) with principal offices at 617 North Ridgeview Drive, Warrensburg, MO 64093, hereby grants to Bank of America, N.A., as Collateral Agent (the “Grantee”) with principal offices at 1455 Market Street, 5th Floor, Mail Code: CA5-701-05-19, San Francisco, CA 94103, for the benefit of the Secured Creditors, a continuing security interest in, to and under all of the following: (i) all right, title and interest of the Grantor in and to the trademarks, trademark registrations and trademark applications (the “Marks”) set forth on Schedule A attached hereto, together with the registrations and right to all renewals thereof, the goodwill of the business of such Assignor symbolized by the Marks and all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same; (ii) all right, title and interest of the Grantor in and to the patents and patent applications (the “Patents”) set forth on Schedule B attached hereto, together with all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same; and (iii) all Proceeds and products of any and all of the foregoing (collectively, the “Trademark and Patent Collateral”).

Notwithstanding anything to the contrary contained herein, the Trademark and Patent Collateral shall at no time include any items which would at such time constitute Excluded Collateral, including any applications for trademarks and service marks filed in the United States Patent and Trademark Office on the basis of the Grantor's intent to use such mark pursuant to 15 U.S.C. § 1051 Section 1(b) and for which a form evidencing use of the mark in interstate commerce has not been filed with the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1060(a); provided, that upon the Grantor submitting an acceptable notice of such trademark's or service mark's use, such trademark or service mark shall no longer fall within this definition of Excluded Collateral.

THIS GRANT (this “Grant”), effective as of June 27, 2008, is made as security for the prompt and complete payment and performance when due of all of all the Obligations of the Grantor under the Security Agreement, among Grantor, the other assignors from time to time party thereto, and the Grantee, dated as of June 27, 2008 (as amended, restated, modified and/or supplemented from time to time, the “Security Agreement”). Capitalized terms used, but not otherwise defined, in this Grant shall have the meanings given in the Security Agreement.

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

This Grant and the security interest granted hereunder shall terminate upon termination of the Security Agreement. Upon written request of the Grantor, the Collateral

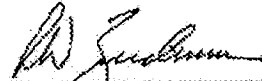
Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademark and Patent Collateral under this Grant.

This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

**THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED
BY THE LAW OF THE STATE OF NEW YORK.**


IN WITNESS WHEREOF, the undersigned have executed this Grant on the date first written above.

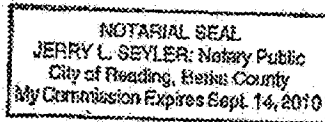
HAWKER POWERSOURCE, INC.
Grantor,

By: 
Name: Richard W. Zaidema
Title: Vice President

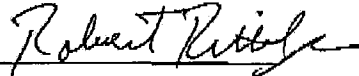
COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF BERKS)

On this 27 day of June, 2008, before me personally came Richard W. Zaidema who, being by me duly sworn, did state as follows: that he is Vice President of Hawker Powersource, Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public



BANK OF AMERICA, N.A.,
as Collateral Agent, as Grantee

By: 
Name: ROBERT RITTELMAYER
Title: VICE PRESIDENT

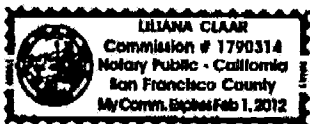
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO

On JUNE 25 2008 before me, LILIANA CLAAR

personally appeared ROBERT RITTELMEYER



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Liliana Claar

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

SCHEDULE A

U.S. TRADEMARKS OWNED BY HAWKER POWERSOURCE, INC.

Mark	Serial/Reg. No.	Date of Reg./App'l.
ENVIROLINK	77/393,681	February 11, 2008
HARNESS THE POWER & Design	2,333,015	21 March 2000
LIFEPLUS	2,303,947	28 December 1999
POWERGUARD	2,782,024	11 November 2003
POWERLINE	2,641,394	29 October 2002
TOP POWER	77/393,637	February 11, 2008
WATER LESS	77/392,766	February 8, 2008
WATER LESS & Design	2,388,819	19 September 2000

SCHEDULE B

U.S. PATENTS AND PATENT
APPLICATIONS OWNED BY HAWKER POWERSOURCE, INC.

<u>Patent</u>	<u>Patent No.</u>	<u>Issue Date</u>
None.		