

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Electronic Systems Protection, Inc.		04/17/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Churchill Financial LLC
Street Address:	400 Park Avenue
Internal Address:	Suite 1510
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2056833	SURGEX
Registration Number:	2540458	SURGEXICE
Registration Number:	2867305	EMPOWER
Registration Number:	2839946	POWERFRAME
Registration Number:	3010372	IMPEDANCE TOLERANT
Registration Number:	3141190	SERIES MODE
Registration Number:	3250405	SURGEX SERIES MODE
Registration Number:	3102202	COUVS
Registration Number:	3088958	INRUSH CURRENT ELIMINATION
Registration Number:	3123077	ICE

CORRESPONDENCE DATA

Fax Number: (212)836-6337

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

900132331

**TRADEMARK
 REEL: 003974 FRAME: 0273**

CH \$265.00 2056833

Phone: 2128367319
Email: psomelofske@kayescholer.com
Correspondent Name: Paul J. Somelofske c/o Kaye Scholer LLP
Address Line 1: 425 Park Avenue
Address Line 2: 16-06
Address Line 4: New York, NEW YORK 10022-5938

ATTORNEY DOCKET NUMBER:	11060-0006
NAME OF SUBMITTER:	Paul J. Somelofske
Signature:	/Paul J. Somelofske/
Date:	04/22/2009

Total Attachments: 6

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THIS TRADEMARK SECURITY AGREEMENT, dated as of April ~~7~~, 2009, is made by ELECTRONIC SYSTEMS PROTECTION, INC., a Delaware corporation (the "Grantor"), in favor of CHURCHILL FINANCIAL LLC ("Churchill"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 8, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, ESP Holdco, Inc., a Delaware corporation ("Holdings"), the Lenders and the L/C Issuers from time to time party thereto and the Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement, dated as of January 8, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), among Grantor and each of the other entities listed on the signature pages thereto or that becomes a party thereto in accordance with the terms thereof, in favor of the Administrative Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Grantor thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights

to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement ,and the Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

ELECTRONIC SYSTEMS PROTECTION, INC.,
as Grantor

By: 
Name: Shannon Lowley
Title: CFO/Treasurer

ACCEPTED AND AGREED
as of the date first above written:

CHURCHILL FINANCIAL LLC,
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the 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.

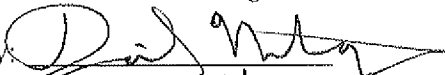
Very truly yours,

ELECTRONIC SYSTEMS PROTECTION, INC.,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

CHURCHILL FINANCIAL LLC,
as Administrative Agent

By: 
Name: David Montague
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF NC)
)
COUNTY OF Franklin) ss.

On this 17th day of April, 2009 before me personally appeared Shannon Townley, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ELECTRONIC SYSTEMS PROTECTION, 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.

Jaime N Wolfe
Notary Public



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
SURGEX	2,056,833	April 29, 1997
SURGEXICE	2,540,458	February 19, 2002
EMPOWER	2,867,305	July 27, 2004
POWERFRAME	2,839,946	May 11, 2004
IMPEDANCE TOLERANT	3,010,372	November 1, 2005
SERIES MODE	3,141,190	September 12, 2006
SURGEX SERIES MODE	3,250,405	June 12, 2007
COUVS	3,102,202	June 6, 2006
INRUSH CURRENT ELIMINATION	3,088,958	May 2, 2006
ICE	3,123,077	August 1, 2006

B. TRADEMARK APPLICATIONS

None.