

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
J. Baxter Brinkmann International Corporation		05/18/2009	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Intermatic Incorporated
Street Address:	7777 Winn Road, Intermatic Plaza
City:	Spring Grove
State/Country:	ILLINOIS
Postal Code:	60081
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3441343	BRIGHTSCAPES
Registration Number:	3433382	FAST-PLUG
Registration Number:	1947227	FASTLOCK II
Registration Number:	0816551	MALIBU
Registration Number:	2861632	MALIBU
Registration Number:	3424575	MALIBU
Registration Number:	3617647	MALIBU LIGHTING THE WAY TO OUTDOOR LIVING
Registration Number:	1347582	POLY-STAR
Registration Number:	3203643	SUN CATCHER
Registration Number:	3219569	SUN CATCHER
Registration Number:	3205656	SUN SEEKER
Registration Number:	3018424	YARDSCAPES

CORRESPONDENCE DATA

900136075

**TRADEMARK
 REEL: 004002 FRAME: 0660**

CH \$315.00 3441343

Fax Number: (312)258-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-258-5724
Email: cbollinger@schiffhardin.com
Correspondent Name: Chris L. Bollinger
Address Line 1: P.O. Box 06079
Address Line 2: Schiff Hardin LLP
Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER:	05251-0175
NAME OF SUBMITTER:	Chris L. Bollinger
Signature:	/Chris L. Bollinger/
Date:	06/11/2009

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 18, 2009, is made by J. Baxter Brinkmann International Corporation, a Texas corporation ("Brinkmann"), in favor of Intermatic Incorporated, a Delaware corporation ("Intermatic").

RECITALS

WHEREAS, Brinkmann and Intermatic are parties to a Patent and Trademark Security Agreement dated as of May 18, 2009 (as amended, restated, supplemented or otherwise modified from time to time in writing, the "Security Agreement"; all capitalized terms contained in this Agreement (and which are not otherwise specifically defined herein) shall have the meanings given such terms in the Security Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement, to secure the complete and timely payment, performance and satisfaction in full of the Obligations, Brinkmann has granted to Intermatic a security interest in and to all of Brinkmann's right, title and interest in, to and under all of the Trademark Collateral (as defined below), whether now existing or hereafter arising;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Security Agreement, to secure the complete and timely payment, performance and satisfaction in full of the Obligations, Brinkmann hereby grants to Intermatic a security interest in and to all of Brinkmann's right, title and interest in, to and under all of the following, whether now existing or hereafter arising (collectively, the "Trademark Collateral"):

(a) the Acquired Trademarks, including the trademark applications and trademark registrations listed on Schedule A attached hereto and made a part hereof, along with all unregistered rights to such trademarks in all jurisdictions, and (i) all registrations that issue therefrom and all renewals thereof, (ii) all income, royalties, damages and payments (excluding any payments or income received by Brinkmann from its sale of goods or products manufactured or sold using the Acquired Trademarks) now or hereafter due or payable with respect thereto, including damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all the foregoing Acquired Trademarks, together with the items described in clauses (i) through (iv), inclusive, with respect thereto in which Brinkmann now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks");

(b) all of Brinkmann's rights and obligations pursuant to its licenses and other agreements with any other Person or Persons with respect to any Marks;

(c) the goodwill of Brinkmann's business connected with and symbolized by the Marks;

(d) all Specifications;

(e) all general intangibles relating to, arising from or representing proceeds of any of the foregoing;

(f) all books and records relating to any of the foregoing; and


(g) all accessions and additions to, substitutions for, and replacements, products and proceeds of any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Intermatic pursuant to the Security Agreement and is subject to provisions set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement, the Security Agreement will govern. Each of Brinkmann and Intermatic hereby acknowledges and affirms that the rights and remedies of Intermatic with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

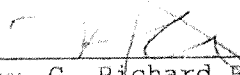
IN WITNESS WHEREOF, Brinkmann has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above

J. BAXTER BRINKMANN INTERNATIONAL CORPORATION

By: 
Name: J. Baxter Brinkmann
Title: President

Acknowledged and agreed to:

INTERMATIC INCORPORATED

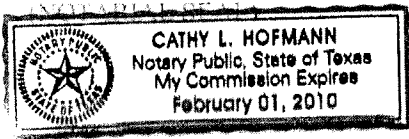
By: 
Name: G. Richard Boutilier, Jr.
Title: Chief Operating Officer



STATE OF TEXAS)
) SS.
COUNTY OF DALLAS)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that J. BAXTER BRINKMANN personally known to me to be the PRESIDENT of J. Baxter Brinkmann International Corporation, a Texas corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of Brinkmann, pursuant to authority given by the board of directors of Brinkmann, as his/her free and voluntary act and as the free and voluntary act and deed of Brinkmann, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 15th day of May, 2009.



Cathy L. Hofmann
Notary Public

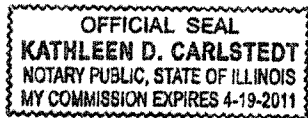
My Commission Expires: 2/1/2010

STATE OF ILLINOIS)
) SS.
COUNTY OF McHENRY)

I, the undersigned, a Notary Public in and for said State and County do hereby certify that G. Richard DeBruin, Jr., personally known to me to be the C.O.O. of Intermatic Incorporated, a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing Trademark Security Agreement, appeared before me this day and acknowledged that he signed and delivered said agreement as an officer of said corporation, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the _____ day of May, 2009.

(NOTARIAL SEAL)



Kathleen D. Carlstedt
Notary Public

My Commission Expires: 04-19-2011

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

MALIBU logo included in the Acquired Trademarks



See attached.

MARK	COUNTRY	CLASS	STATUS	REG./APP. NO.
MALIBU	Argentina	11	Registered	2007562
MALIBU	Benelux	11	Registered	466846
MALIBU	Bolivia	11	Registered	68370-C
MALIBU	Brazil	9	Registered	817908730
MALIBU	Canada		Registered	168884
MALIBU	Chile	11	Registered	705757
MALIBU	Colombia	11	Registered	161872
MALIBU	Community Trademark	5, 11, 21	Pending	3958493
MALIBU	Ecuador	11	Registered	1948/96
MALIBU	Egypt	9	Pending	213507
MALIBU	Finland	11	Registered	123579
MALIBU	France	11	Registered	1358481
MALIBU	Germany	11	Registered	1166287
MALIBU	Great Britain	11	Registered	B1192489
MALIBU	Japan	11	Registered	2402680
MALIBU	Mexico	7, 8, 9, 11, 12, 16, 17, 21	Registered	373707
MALIBU	Panama	11	Registered	75908
MALIBU	Peru	11	Registered	16994
MALIBU	Puerto Rico	11	Pending	
MALIBU	Russian Federation	5, 11, 21	Registered	309617
MALIBU	South Africa	11	Registered	89/8587
MALIBU	Switzerland	11	Registered	376036
MALIBU	United States	9	Registered	816,551
MALIBU	United States	5, 11	Registered	2,861,632
MALIBU and Design	United States	11	Registered	3,424,575
MALIBU LIGHTING THE WAY TO OUTDOOR LIVING and Design	United States	5, 9, 11	Registered	3,617,647
MALIBU (Stylized)	Uruguay	9, 11	Registered	275049
MALIBU	Venezuela	11	Registered	183181
BRIGHTSCAPES	United States	11	Registered	3,441,343
FAST PLUG	United States	11	Registered	3,433,382
FASTLOCK II	United States	9	Registered	1,947,227
POLY-STAR	United States	11	Registered	1,347,582
SUN CATCHER	United States	11	Registered	3,203,643

MARK	COUNTRY	CLASS	STATUS	REG./APP. NO.
SUN CATCHER and Design	United States	11	Registered	3,219,569
SUN SEEKER	United States	11	Registered	3,205,656
YARDSCAPES	United States	11	Registered	3,018,424

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