

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.		09/11/2009	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	The CIT Group/Business Credit, Inc.		
Street Address:	505 5th Avenue		
Internal Address:	4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3178316	BRUTE	
Registration Number:	3281604	BOXER	
CORRESPONDENCE DATA			
Fax Number:	(704)378-4890		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-378-4700		
Email:	jdeese@hunton.com		
Correspondent Name:	Jeremy Deese, Esq.		
Address Line 1:	101 S. Tryon Street		
Address Line 2:	Bank of America Plaza, Suite 3500		
Address Line 4:	Charlotte, NORTH CAROLINA 28280		
ATTORNEY DOCKET NUMBER:	58235.21		
NAME OF SUBMITTER:	Jeremy Deese, Esq.		

CH \$65.00 3178316

900143361

**TRADEMARK
 REEL: 004063 FRAME: 0009**

Signature:	/Jerney Deese/
Date:	09/16/2009
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of the 11th day of September, 2009, by and between COMPACT POWER, INC., a North Carolina limited liability company, (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 Second Amended and Restated Financing Agreement, dated March 7, 2007, among the Grantor, Mertz Manufacturing LLC, Compact Power Services LLC 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 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: 
Name: Roger Braswell
Title: CEO

Acknowledged and Agreed:

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

By: _____
Name:
Title:


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: _____
Name:
Title:

Acknowledged and Agreed:

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

By: 
Name: Michael Aliberto
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

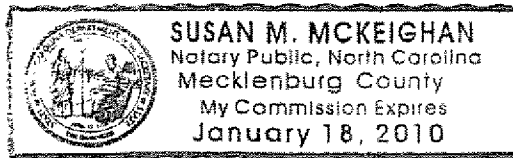
STATE OF NORTH CAROLINA)
COUNTY OF Mecklenburg)

ss.

On this 11 day of September, 2009 before me personally appeared Roger S. 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.

Susan M. McKeighan
Notary Public

{seal}



SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademark	Registration #	Registration Date
Brute	3,178,316	11/28/06
Boxer	3,281,604	8/21/07

58235.000021 EMF_US 28310720v1