

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
Power Distribution, Inc.		09/30/2009	CORPORATION: VIRGINIA
Marelco Power Systems, Inc.		09/30/2009	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Chartered Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77836473	POWERPOD CONTAINER SYSTE	
Serial Number:	77825946	TOUGHRAIL TECHNOLOGY	
Serial Number:	77825939	POWERWAVE BUS SYSTEM	
Serial Number:	77768932	POWERHUB	
CORRESPONDENCE DATA			
Fax Number:	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	1501 Wilson Boulevard		
Address Line 2:	Suite 510		
Address Line 4:	Arlington, VIRGINIA 22209		
ATTORNEY DOCKET NUMBER:	9100805		

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**TRADEMARK
 REEL: 004091 FRAME: 0127**

NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	11/04/2009
Total Attachments: 5 source=9100805 (2)#page1.tif source=9100805 (2)#page2.tif source=9100805 (2)#page3.tif source=9100805 (2)#page4.tif source=9100805 (2)#page5.tif	

**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (the "**Amendment**") is effective as of September 30, 2009 by and among **POWER DISTRIBUTION, INC.**, a Virginia corporation ("**PDI**"), and **MARELCO POWER SYSTEMS, INC.**, a Michigan corporation ("**Marelco**"; and with PDI, individually and collectively, the "**Grantor**"), and **SILICON VALLEY BANK**, a California-chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("**Bank**") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of June 13, 2008 (as amended of record, hereinafter, the "**IP Agreement**") in favor of the Bank, pursuant to which the Grantor pledged, assigned and granted a security interest in favor of the Bank in certain Intellectual Property Collateral (as defined therein); and

WHEREAS, the Grantor has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of the Lender.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Definitions.** All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. **Amendment to Exhibits.**
 - a. **Exhibit B** to the IP Agreement is hereby amended and supplemented by deleting or adding thereto, as the case may be, the Intellectual Property Collateral set forth on **Exhibit B** annexed hereto and incorporated herein by reference.
 - b. **Exhibit C** to the IP Agreement is hereby amended and supplemented by adding thereto all of the Intellectual Property Collateral set forth on **Exhibit C** annexed hereto and incorporated herein by reference.
3. **Miscellaneous:**
 - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.

- b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.
- c. As required by the IP Agreement, the Grantor shall reimburse the Lender for the reasonable legal fees and expenses incurred in connection with the preparation and filing of this Amendment.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and effective as of September 30, 2009.

Q:

POWER DISTRIBUTION, INC.

By: [Signature]
Name: Keith Schmid
Title: Chief Executive Officer

MARELCO POWER SYSTEMS, INC.

By: [Signature]
Name: Keith Schmid
Title: President

BANK:

SILICON VALLEY BANK

By: [Signature]
Name: [Signature]
Title: [Signature]

EXHIBIT B

DELETION OF PATENT APPLICATION NO LONGER PENDING AT THE USPTO:

POWER DISTRIBUTION, INC. Patent Application No. 12/071309

ADDITION OF PATENT APPLICATION PENDING AT USPTO:

POWER DISTRIBUTION, INC. Patent Application No. 12/562597

EXHIBIT CADDITIONS OF CERTAIN TRADEMARKS AND TRADEMARK APPLICATIONS PENDING AT USPTO AND NEW TRADEMARK APPLICATIONS PENDING AT USPTOADDITIONS TO EXISTING INTELLECTUAL PROPERTY COLLATERAL

<u>OWNER</u>	<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>APP. NO. (if pending)</u>	<u>REG. NO.</u>	<u>STATUS</u>
Power Distribution, Inc.	Powerpod Container System (standard character mark)	United States	77/836,473		Pending
Power Distribution, Inc.	ToughRail Technology (standard character mark)	United States	77/825,946		Pending
Power Distribution, Inc.	Powerwave Bus System (standard character mark)	United States	77/825,939		Pending
Power Distribution, Inc.	PowerHub (standard character mark)	United States	77/768,932		Pending

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