

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
Lineage Power Corporation		11/21/2008	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, LLC, as Agent
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	77847234	LINEAGE POWER
Serial Number:	77843785	ECO PRIORITY SOURCE
Serial Number:	77843752	TOTAL EFFICIENCY
Serial Number:	77843746	ACTIVE RECTIFIER MANAGMENT
Serial Number:	77843742	SMART GRID DEMAND RESPONSE
Serial Number:	77843738	BATTERY CHARGING OPTIMIZATION
Serial Number:	77662269	TUNABLE LOOP
Serial Number:	77623974	COST OF POWER
Serial Number:	77790575	LINEAGE

CORRESPONDENCE DATA

Fax Number: (312)863-7865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-201-3865
 Email: sharon.patterson@goldbergkohn.com
 Correspondent Name: Sharon Patterson

900147861

**TRADEMARK
 REEL: 004097 FRAME: 0862**

OP \$240.00 77847234

Address Line 1: c/o Goldberg Kohn, 55 E. Monroe Street
Address Line 2: Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

1989.187

NAME OF SUBMITTER:

Sharon Patterson

Signature:

/sharon patterson/

Date:

11/17/2009

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of November, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, LLC, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 21, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among LINEAGE POWER HOLDINGS, INC., as the parent, LINEAGE POWER CORPORATION, as a borrower ("Lineage"), CHEROKEE INTERNATIONAL CORPORATION, as a borrower ("Cherokee"; together with Lineage, each a "Borrower" and collectively the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial


proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, each 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.

LINEAGE POWER CORPORATION, a Nevada corporation

By: 
Name: Lloyd R. Sorenson
Title: Chief Financial Officer and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC, as Agent

By: _____
Name: David R. Klages
Title: Vice President


IN WITNESS WHEREOF, each 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.

LINEAGE POWER CORPORATION, a Nevada corporation

By: _____
Name: Lloyd R. Sorenson
Title: Chief Financial Officer and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC, as Agent

By: 
Name: David R. Klages
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

See attached Appendix 1.

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use¹

Name	Mark	Class	Status	Application Number
Lineage	VICTORY CLASS	(9)	Abandoned 8/11/08	76/238023
Lineage	SOLARE	(9)	Abandoned 9/8/08	75/791134
Lineage	ONAMI	(9)	Abandoned 9/22/08	75/791133
Lineage	GALAXY VECTOR	(9)	Abandoned 8/11/08	75/516477

Trademark Licenses

None.

¹ These trademarks were abandoned as of the date provided, however, appear on searches, as there is a grace period between the non-payment of the renewal fee and when they are removed from the active list.

APPENDIX 1
to
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
Electro-Tyte	76-393358	3080062	4/11/06	Lineage Power Corporation
Austin Lynx	76-336301	2800946	12/30/03	Lineage Power Corporation
Round Cell	76-249724	2888140	9/28/04	Lineage Power Corporation
Victory Class	76-238023	2609293	8/20/02	Lineage Power Corporation
KS-23836	76-137960	2726349	6/17/03	Lineage Power Corporation
Solare	75-791134	2559554	4/9/02	Lineage Power Corporation
Onami	75-791133	2762071	9/9/03	Lineage Power Corporation
WP91412	75-698197	2713768	5/6/03	Lineage Power Corporation
KS23836	75-698196	2796304	12/16/03	Lineage Power Corporation
KS24194	75-651928	2496748	10/9/01	Lineage Power Corporation
Galaxy Millennium	75-516479	2881913	9/7/04	Lineage Power Corporation
Galaxy Vector	75-516477	2762023	9/9/03	Lineage Power Corporation

TRADEMARK APPLICATIONS

MARK	SERIAL NUMBER	APPLICATION DATE	OWNER INFORMATION
SSS Lineage Power	77-401836	02/20/08	Lineage Power Corporation
X-Pair	77-324458	11/08/07	Lineage Power Corporation
Tlynx	77-298227	10/08/07	Lineage Power Corporation
Naos Raptor	77-298230	10/08/07	Lineage Power Corporation
Lineage Power	77847234	10/13/09	Lineage Power Corporation
Eco Priority Source	77843785	10/7/09	Lineage Power Corporation
Total Efficiency	77843752	10/7/09	Lineage Power Corporation
Active Rectifier Management	77843746	10/7/09	Lineage Power Corporation
Smart Grid Demand Response	77843742	10/7/09	Lineage Power Corporation
Battery Charging Optimization	77843738	10/7/09	Lineage Power Corporation
Tunable Loop	77662269	2/3/09	Lineage Power Corporation
Cost of Power	77623974	12/1/08	Lineage Power Corporation
Lineage	77790575	7/27/09	Lineage Power Corporation