

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
Universal Power Group, Inc.		12/16/2009	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A.
Street Address:	1445 Ross Avenue
Internal Address:	3rd Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Association: TEXAS

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	77796663	PRESCRIPTION FOR BATTERY HEALTH
Serial Number:	77712279	STAY POWERED
Serial Number:	77686201	LET US POWER YOUR LIFE
Serial Number:	77686258	POWER ANYTIME ANYWHERE
Serial Number:	77686516	POWER FOR EVERY GETAWAY
Registration Number:	3651086	ALL-IN-ONE
Registration Number:	3647139	POWER YOUR STUFF
Registration Number:	3461240	TAP OUR EXPERTISE
Registration Number:	3364920	STARTER UP
Registration Number:	3283961	BATTERYFINDER
Registration Number:	3442999	LET US POWER YOU
Registration Number:	3697220	BATTERIES & BEYOND
Registration Number:	3192234	UNILOK

CH \$415.00 77796663

Registration Number:	3146881	CHARGE 'N START
Registration Number:	2845949	ADVENTURE POWER
Registration Number:	2848409	UB SCOOTIN'

CORRESPONDENCE DATA

Fax Number: (804)344-7999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 804-788-8523
Email: HWRITM@hunton.com
Correspondent Name: Edward T. White-Hunton & Williams LLP
Address Line 1: 951 East Byrd Street
Address Line 2: Riverfront Plaza, East Tower
Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	42575.100075
NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	12/21/2009

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

December 16, 2009

WHEREAS, UNIVERSAL POWER GROUP, INC. ("Grantor") owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, Monarch Outdoor Adventures, LLC, the lenders party thereto and Wells Fargo Bank, National Association, as administrative agent ("Secured Party") have entered into that certain Credit Agreement dated as of December 16, 2009, providing for extensions of credit to be made to Grantor by such lenders; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of December 16, 2009 (as the same may be amended, restated, supplemented or modified from time to time, the "Security Agreement"), among Grantor, certain affiliates of Grantor and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement) and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including, without limitation, the Trademarks (together with any reissues, continuations or extensions thereof) referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, including, without limitation, the Trademarks referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademarks referred to in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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.

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

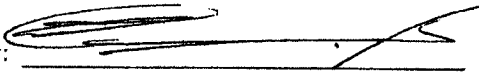
Acknowledged:

GRANTOR:

UNIVERSAL POWER GROUP, INC.

SECURED PARTY:

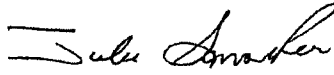
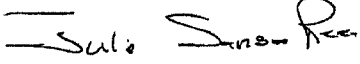
WELLS FARGO BANK, NATIONAL
ASSOCIATION, as administrative agent

By: 

Name: Ian Edmonds
Title: President

By: _____

Name: Clint Bryant
Title: Senior Vice President



Sr VP of Finance

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

Acknowledged:

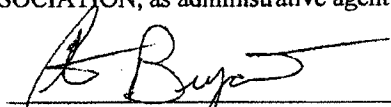
GRANTOR:

UNIVERSAL POWER GROUP, INC.

By: _____
Name: Ian Edmonds
Title: President

SECURED PARTY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as administrative agent

By:  _____
Name: Clint Bryant
Title: Senior Vice President

Schedule 1
to Trademark
Security Agreement

Mark	Owner	Serial or Reg. No.
PRESCRIPTION FOR BATTERY HEALTH	Universal Power Group, Inc.	77/796,663
STAY POWERED	Universal Power Group, Inc.	77/712,279
LET US POWER YOUR LIFE	Universal Power Group, Inc.	77/686,201
POWER ANYTIME ANYWHERE	Universal Power Group, Inc.	77/686,258
POWER FOR EVERY GETAWAY	Universal Power Group, Inc.	77/686,516
ALL-IN-ONE	Universal Power Group, Inc.	3,651,086
POWER YOUR STUFF	Universal Power Group, Inc.	3,647,139
TAP OUR EXPERTISE	Universal Power Group, Inc.	3,461,240
STARTER UP	Universal Power Group, Inc.	3,364,920
BATTERYFINDER	Universal Power Group, Inc.	3,283,961
LET US POWER YOU	Universal Power Group, Inc.	3,442,999
BATTERIES & BEYOND (stylized)	Universal Power Group, Inc.	3,697,220
UNILOK	Universal Power Group, Inc.	3,192,234
CHARGE 'N START	Universal Power Group, Inc.	3,146,881
ADVENTURE POWER	Universal Power Group, Inc.	2,845,949
UB SCOOTIN'	Universal Power Group, Inc.	2,848,409