

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
	<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>
	PM Engineered Solutions, Inc.		03/01/2010
	WakefieldThermal Solutions, Inc.		03/01/2010
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Association: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
	Registration Number:	1003753	19TH HOLE CADDY
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	314962		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		
Date:	03/16/2010		

CH \$40.00 1003753

**Total Attachments: 12**

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## TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 1st day of March, 2010 by WAKEFIELD THERMAL SOLUTIONS, INC., a corporation organized under the laws of the State of Delaware ("Wakefield") and PM ENGINEERED SOLUTIONS INC., a corporation organized under the laws of the State of Delaware ("PMES" and together with Wakefield, "Grantors" and each individually referred to as a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Agent") for the Lenders.

### WITNESSETH

WHEREAS, Grantors and Simon Industries, Inc., a North Carolina corporation ("Simon" and together with the Grantors, the "Borrowers") have entered into that certain Revolving Credit, Term Loan and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrowers by Lenders; and

WHEREAS, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by such Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement.

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

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement, such Grantor hereby grants to Agent, for its benefit and the ratable benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule I annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks and trademark applications owned or registered to such Grantor as of the date of this Agreement.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

**WAKEFIELD THERMAL SOLUTIONS, INC.**

By: WYLL  
Name: Wayne Frerichs  
Title: Chief Executive Officer

**PM ENGINEERED SOLUTIONS INC.**

By: WYLL  
Name: Wayne Frerichs  
Title: Chief Executive Officer

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

**WAKEFIELD THERMAL SOLUTIONS, INC.**

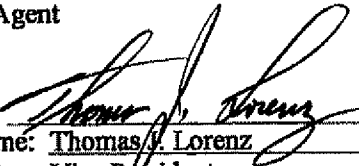
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PM ENGINEERED SOLUTIONS INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By:   
Name: Thomas J. Lorenz  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

**SCHEDULE I**

**TRADEMARK REGISTRATIONS**

Wakefield Thermal Solutions, Inc.

None.

PM Engineered Solutions Inc.

<b>Trademark or Service Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Country</b>
19 <sup>th</sup> Hole Caddy	1003753	2/4/75	USA

**PATENT REGISTRATIONS**

Wakefield Thermal Solutions, Inc.

<b>Title</b>	<b>Patent No. or Application Date</b>	<b>Issue date or Application Date</b>	<b>Country</b>
Heat sink	Des. 407,381	3/3/99	USA
Clamping heat sink	Des. 394,043	5/5/98	USA
Heat sink	Des. 390,539	2/10/98	USA
Clamping heat sink	Des. 376,349	12/10/96	USA
Heat sink	Des. 384,040	9/23/97	USA

PM Engineered Solutions Inc.

None.

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF *New Hampshire* : SS  
COUNTY OF *Hillsborough*

On this 1st of March, 2010, before me personally appeared *James J. Chkiewicz*, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of PM ENGINEERED SOLUTIONS INC., a corporation organized under the laws of the State of Delaware, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

*Doreen M. Strawbridge*  
Notary Public  
My Commission Expires:

DOREEN M. STRAWBRIDGE  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
January 13, 2015



**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF *New Hampshire* : SS  
COUNTY OF *Hillsborough*

On this 1st of March, 2010, before me personally appeared *James J. Pakiewicz* me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of WAKEFIELD THERMAL SOLUTIONS, INC., a corporation organized under the laws of the State of Delaware, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

*Doreen M. Strawbridge*  
Notary Public  
My Commission Expires: DOREEN M. STRAWBRIDGE  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
January 13, 2015

[ACKNOWLEDGEMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT —  
WAKEFIELD]

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TRADEMARK  
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## POWER OF ATTORNEY

WAKEFIELD THERMAL SOLUTIONS, INC., a limited liability company organized under the laws of the State of Delaware ("Wakefield") and PM ENGINEERED SOLUTIONS INC., a corporation organized under the laws of the State of Delaware ("PMES") and together with Wakefield, "Grantors" and each individually referred to as a "Grantor", hereby authorize PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders"), Simon Industries, Inc., a North Carolina corporation and each Grantor, dated as of March 1, 2010 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Credit Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Credit Agreement) as the true and lawful attorney-in-fact of Grantors, with the power to endorse the name of Grantors on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantors and Agent dated as of March 1, 2010 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record its interest in any Trademarks (as defined in the Trademark and Patent Security Agreement) or additional trademarks in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of each Grantor a supplement to the Trademark and Patent Security Agreement, to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute on behalf of such Grantor a trademark, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

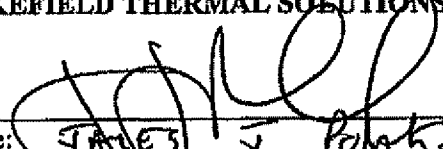
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Credit Agreement.

Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Credit Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, each Grantor has executed this Power of Attorney as of the date stated above.

**WAKEFIELD THERMAL SOLUTIONS, INC.**

By:   
Name: JAMES J Polakiewicz  
Title: CEO

**PM ENGINEERED SOLUTIONS INC.**

By:   
Name: JAMES J Polakiewicz  
Title: CEO

[TRADEMARK AND PATENT SECURITY AGREEMENT – SIGNATURE PAGE TO POWER OF ATTORNEY]

074658.01312/6829535v.2

**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF *New Hampshire* : SS  
COUNTY OF *Hillsborough*

On this 1st of March, 2010, before me personally appeared *James J. Polakiewicz* me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of PM ENGINEERED SOLUTIONS INC., a corporation organized under the laws of the State of Delaware, that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

*Doreen M. Strawbridge*  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

DOREEN M. STRAWBRIDGE  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
January 13, 2015

[ACKNOWLEDGMENT TO POWER OF ATTORNEY TO TRADEMARK AND PATENT  
SECURITY AGREEMENT – PMES]

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TRADEMARK  
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**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF *New Hampshire* : SS  
COUNTY OF *Hillsborough*

On this 1st of March, 2010, before me personally appeared *James J. Blakiewicz* to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of WAKEFIELD THERMAL SOLUTIONS, INC., a limited liability company organized under the laws of the State of Delaware, that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

*Doreen M. Strawbridge*  
Notary Public  
My Commission Expires:

DOREEN M. STRAWBRIDGE  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
January 13, 2015

[ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK AND PATENT  
SECURITY AGREEMENT - WAKEFIELD]

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