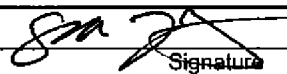


Form PTO-1594 (Rev. 01-09)
 OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
 United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): Enerco Group, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Ohio</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) <u>United States</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance)/Execution Date(s) : Execution Date(s) _____</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>to correct Doc ID No. 900152068A</u></p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>PNC Bank, National Association</u> <u>as Agent, successor to National</u> Internal <u>City Bank</u> Address: _____</p> <p>Street Address: <u>1965 E. 6th Street, 4th Floor</u> City: <u>Cleveland</u> State: <u>Ohio</u> Country: <u>United States</u> Zip: <u>44114</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>national banking association</u> Citizenship <u>United States</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>3,086,177</u></p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): <u>BIG BUDDY</u></p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Samantha M. Quimby</u> Internal Address: _____ Street Address: <u>2200 PNC Center, 201 E. Fifth Street</u> City: <u>Cincinnati</u> State: <u>Ohio</u> Zip: <u>45202</u> Phone Number: <u>614-559-7282</u> Fax Number: <u>614-464-1737</u> Email Address: <u>squimby@fbtlaw.com</u></p>	<p>6. Total number of applications and registrations involved: 12</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>n/a</u></p> <p><input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>Deposit Account Number _____ Authorized User Name _____</p>
<p>9. Signature:  <u>3/29/10</u> _____ Signature Date</p> <p style="text-align: center;">Samantha M. Quimby Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 11</p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK	REGISTRATION NUMBER
BIG MAXX	3,159,447
BUCK HUSTLER	1,846,849
BUDDY PRO	3,565,875
BUDDY PRO AIR	3,128,085
CONTRACTOR SERIES	2,924,573
DESIGN	2,144,865
HEATSTAR BY ENERCO	3,039,083
HELPING YOU MAKE THE RIGHT CONNECTION!	1,980,584
HOT STUFF SERIES	1,745,682
PORTABLE BUDDY	2,646,399
TOUGH BUDDY	3,042,759

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S: SAMANTHA M. QUIMBY COMPANY: 2200 PNC CENTER, 201 EAST FIFTH STREET

INTELLECTUAL PROPERTY SECURITY AGREEMENT

ENERCO GROUP, INC., a corporation organized under the laws of the State of Ohio ("Debtor"), for valuable consideration, receipt of which hereby is acknowledged, hereby transfers, assigns, and pledges to **NATIONAL CITY BANK**, in its capacity as agent (in such capacity the "Agent") for the benefit of the Lenders (as hereinafter defined), and grants to Agent a security interest in, the following collateral, wherever located, now existing and hereafter arising or coming into existence (the "Collateral"):

- 1.1 all trademarks, trade names, trade dress, corporate names, fictitious names, trade styles, service marks, logos, commercial symbols, prints and labels on which any of the foregoing have appeared, now appear or hereafter appear, designs and the good will and general intangibles of like nature relating thereto, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any other office or agency of the United States or any State thereof, or any other country or any political subdivision thereof, including, but not limited to, those described in Schedule A hereto, and all renewals thereof and all licenses thereof (whether as licensor or licensee) and other agreements and/or rights of any kind relating thereto, but excluding any application for registration for a trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a Statement of Use or Amendment to Allege Use is filed, at which time such trademark shall automatically become part of the Collateral and subject to the security interest pledged (all of the foregoing being herein referred to as the "Trademarks");
- 1.2 all letters patent of the United States or of any other country, and all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any other office or agency of the United States or any State thereof or of any other country, including but not limited to, those described in Schedule B hereto, and all inventions, reissues, re-examinations, divisions, improvements, continuations, continuations-in-part, continuing prosecution applications, or extensions thereof, substitutes, renewals, and all licenses thereof (whether as licensor or licensee) and other agreements and/or rights of any kind relating thereto (all of the foregoing being herein referred to as the "Patents");
- 1.3 all copyrights, whether registered or not, of the United States or any other country, and all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, applications, registrations and recordings in the United States Copyright Office or of any other country, including but not limited to, those described in Schedule C hereto, and all variations, adaptations, derivatives, renewals thereof and all licenses thereof (whether as licensor or licensee) and other agreements and/or rights of any kind relating thereto (all of the foregoing being herein referred to as the "Copyrights");

TRADEMARK

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O:SAMANTHA M. QUIMBY COMPANY;2200 PNC CENTER, 201 EAST FIFTH STREET

- 18.7 **Gender, etc.** Whenever used herein, the singular number will include the plural, the plural the singular and the use of the masculine, feminine or neuter gender will include all genders.
- 18.8 **Headings.** The headings in this Agreement are for convenience only and will not limit or otherwise affect any of the terms hereof.
- 18.9 **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.
- 18.10 **Definitions.** Capitalized terms used in the Exhibits hereto and herein and not otherwise defined will be given the definitions set forth in the Loan Agreement, and if not defined therein, in the Uniform Commercial Code in force and effect in the State indicated in the Governing Law section of this Agreement
- 18.11 **Governing Law.** This Agreement has been delivered and accepted at and will be deemed to have been made at Cleveland, Ohio and will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Ohio, without regard to conflicts of law principles.
- 18.12 **Jurisdiction.** *Debtor hereby irrevocably agrees and submits to the exclusive jurisdiction of any state or federal court located within Cuyahoga County, Ohio, or, at the option of Agent in its sole discretion, of any state or federal court(s) located within any other county, state or jurisdiction in which Agent at any time or from time to time chooses in its sole discretion to bring an action or otherwise exercise a right or remedy, and Debtor waives any objection based on forum non conveniens and any objection to venue of any such action or proceeding.*
- 18.13 **Waiver of Jury Trial.** *The parties hereto each waive any right to trial by jury in any action or proceeding relating to this Agreement, the Obligations, the Collateral, or any actual or proposed transaction or other matter contemplated in or relating to any of the foregoing.*

Signed on October 29, 2009

SIGNATURE PAGE FOLLOWS

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TO: SAMANTHA M. QUIMBY COMPANY: 2200 PNC CENTER, 201 EAST FIFTH STREET

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

ENERCO GROUP, INC., as Debtor

By: _____
Print Name: _____
Title: _____

NATIONAL CITY BANK,
as Agent

By: Sean P M McCauley
Print Name: Sean P McCauley
Title: Vice President

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TO: SAMANTHA M. QUIMBY COMPANY: 2200 PNC CENTER, 201 EAST FIFTH STREET

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

ENERCO GROUP, INC., as Debtor

By: *Allen L. Haire*
Print Name: ALLEN L. HAIRE
Title: C.E.O.

NATIONAL CITY BANK,
as Agent

By: _____
Print Name: _____
Title: _____

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SAMANTHA M. QUIMBY COMPANY:2200 PNC CENTER, 201 EAST FIFTH STREET

STATE OF OHIO)
)ss.
COUNTY OF CUYAHOGA)

On this ____ day of October, 2009, acknowledged before me by _____, the duly authorized _____ of ENERCO GROUP, INC., who executed the foregoing instrument on behalf of said corporation.

Notary Public

STATE OF OHIO)
)ss.
COUNTY OF CUYAHOGA)

On this 20th day of October, 2009, acknowledged before me by Sean P. McQuillan, the Vice President of NATIONAL CITY BANK, who executed the foregoing instrument on behalf of said bank.

Deane L. Stewart

Notary Public

My Commission Expires _____



Deane L. Stewart, Notary Public
State of Ohio
My Commission Expires Mar. 26, 2011

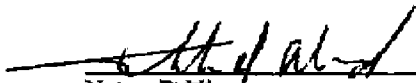
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SAMANTHA M. QUIMBY COMPANY:2200 PNC CENTER, 201 EAST FIFTH STREET

STATE OF OHIO)
)ss.
COUNTY OF CUYAHOGA)

On this 24 day of October, 2009, acknowledged before me by
Rebecca L. Hunt, the duly authorized Assistant Vice of
ENERCO GROUP, INC., who executed the foregoing instrument on behalf of said corporation.


Notary Public THOMAS D. WARD
Notary Public - State of Ohio
My Commission Expires: 10/15/2011

STATE OF OHIO)
)ss.
COUNTY OF CUYAHOGA)

On this ___ day of October, 2009, acknowledged before me by
_____, the _____ of NATIONAL CITY
BANK, who executed the foregoing instrument on behalf of said bank.

Notary Public
My Commission Expires: _____

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OF:AMANTHA M. QUIMBY COMPANY:2200 PNC CENTER, 201 EAST FIFTH STREET

SCHEDULE A**Trademarks**

REGISTRATION NUMBER	TITLE	COUNTRY
3,086,177	Big Buddy	United States
3,159,447	Big Maxx (stylized)	United States
1,846,849	Buck Hustler	United States
3,565,875	Buddy Pro	United States
3,128,085	Buddy Pro Air (and design)	United States
2,924,573	Contractor Series	United States
2,144,865	Design Only (Astronauts, Frog)	United States
1,623,523	Design Only (Circle, arrow)	United States
2,853,731	Enerco (and design)	United States
3,039,083	HeatStar by Enerco (and design)	United States
1,980,584	Helping You Make the Right Connection	United States
1,745,682	Hot Stuff Series	United States
2,646,399	Portable Buddy	United States
1,404,800	Tag A Long	United States
3,042,759	Tough Buddy	United States