

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
Generac Power Systems, Inc., successor by merger to GPS CCMP Merger Corp.		04/15/2010	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	Goldman Sachs Credit Partners L.P., as Administrative Agent
Street Address:	30 Hudson St., 36th Floor
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	LIMITED PARTNERSHIP: NEW YORK

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3380066	CENTURION
Registration Number:	1706283	GENERAC
Registration Number:	2160191	GENERAC
Registration Number:	3654509	GENERAC
Registration Number:	3654727	GENERAC GUARDIAN SERIES
Registration Number:	3654729	GENERAC QUIETSOURCE SERIES
Registration Number:	2382826	GENLINK
Registration Number:	2403403	GUARDIAN
Registration Number:	2123079	OHVI
Registration Number:	2661922	OHVI GENERAC INDUSTRIAL SERIES
Registration Number:	2676313	POWER MANAGER BY GENERAC POWER SYSTEMS
Registration Number:	2676764	POWERMANAGER
Registration Number:	2474199	PRIMEPACT

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**TRADEMARK
 REEL: 004188 FRAME: 0248**

Registration Number:	2326725	QUIETPACT
Registration Number:	3169143	QUIETSOURCE
Registration Number:	3375034	REAL HOMES DON'T BLACK OUT.
Registration Number:	2202567	SPECWRITER
Registration Number:	3012603	ULTRA SOURCE
Registration Number:	2269500	RAMPOWER
Registration Number:	3271189	WATCHDOG
Serial Number:	77875143	GEMINI

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1263
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/m/
Date:	04/19/2010

Total Attachments: 8
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of April 15, 2010, and effective as of November 10, 2006 (as amended, supplemented or otherwise modified from time to time, this "Agreement"), is made by GENERAC POWER SYSTEMS, INC., successor by merger to GPS CCMP MERGER CORP., a Wisconsin corporation (the "Borrower" or "Grantor") in favor of Goldman Sachs Credit Partners L.P. ("GSCP"), as administrative agent (in such capacity and together with its successors and assigns, the "Administrative Agent"), for the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, Borrower has entered into a Credit Agreement dated as of November 10, 2006 (the "Credit Agreement"), among GPS CCMP ACQUISITION CORP., a Delaware corporation ("Holdings"), the LENDERS party thereto from time to time, GOLDMAN SACHS CREDIT PARTNERS L.P. ("GSCP"), as administrative agent (in such capacity, together with its successors and assigns, the "Administrative Agent"), the other agents named therein and GSCP and J.P. MORGAN SECURITIES INC. as joint lead arrangers and joint bookrunners (in such capacities, the "Joint Lead Arrangers");

WHEREAS, it is a condition precedent to the obligations of the Lenders and to make their respective extensions of credit to the Borrower, and the Issuing Banks to issue their respective Letters of Credit under the Credit Agreement that the Borrower shall have executed and delivered that certain First Lien Guarantee and Collateral Agreement, dated as of November 10, 2006, to the Administrative Agent (as amended, supplemented, restated or otherwise modified from time to time, the "Collateral Agreement") for the ratable benefit of the Secured Parties (capitalized terms used and not defined herein have the meanings given such terms in the Collateral Agreement);

WHEREAS, under the terms of the Collateral Agreement, the Borrower has granted a security interest in certain property, including, without limitation, certain Intellectual Property (as defined in the Collateral Agreement), including the Trademarks (as defined below) of the Borrower to the Administrative Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees as follows:

SECTION 1. Grant of Security. The Borrower hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Borrower's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Borrower's Obligations (as defined in the Collateral Agreement):

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule I, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Borrower accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(b) (i) all licenses or agreements, whether written or oral, providing for the grant by or to the Borrower of any right to use any Trademark (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Borrower accruing thereunder or pertaining thereto; and

(c) any and all proceeds of the foregoing.

SECTION 2. Recordation. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the ratable benefit of the Secured Parties in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof.

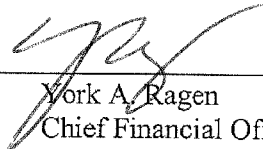
SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to conflict of laws principles thereof that would require application of laws of another state.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of undersigned has caused this Agreement to be duly executed and delivered as of the date written above.

GENERAC POWER SYSTEMS, INC.

By: 
Name: York A. Ragen
Title: Chief Financial Officer

GOLDMAN SACHS CREDIT PARTNERS L.P.
As Administrative Agent

By: _____
Name:
Title:

[Signature page to Generac Power Systems, Inc. Trademark Security Agreement]

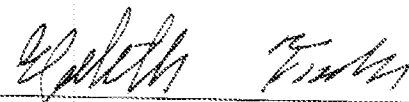
TRADEMARK
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IN WITNESS WHEREOF, each of undersigned has caused this Agreement to be duly executed and delivered as of the date written above.

GENERAC POWER SYSTEMS, INC.

By: _____
Name:
Title:

GOLDMAN SACHS CREDIT PARTNERS L.P.
As Administrative Agent

By:  _____
Name: Elizabeth Fischer
Title: Authorized Signatory

[Signature page to Generac Power Systems, Inc. Trademark Security Agreement]

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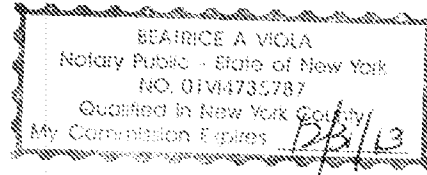
ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
) SS
COUNTY OF New York)-

On the 15th day of April, 2010, before me personally came Elizabeth Fircher, who is personally known to me to be the authorized signatory of Goldman Sachs Credit Partners L.P.; a New York limited partnership, who, being duly sworn, did depose and say that she/he is the authorized signatory in such company, the company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given to him/her; and that she/he acknowledged said instrument to be the free act and deed of said company.

Beatrice A. Viola
Notary Public

(PLACE STAMP AND SEAL ABOVE)



TRADEMARKSUS Trademark Registrations and Applications

Mark	Application Serial No.	Registration No.	Registration Date
CENTURION	77012308	3,380066	02/12/08
GENERAC	74213770	1706283	8/11/1992
GENERAC	75234791	2160191	5/26/1998
GENERAC	77645501	3654509	1/08/2009
GENERAC GUARDIAN SERIES	77661106	3654727	2/02/2009
GENERAC QUIETSOURCE SERIES	77661328	3654729	2/02/2009
GENLINK	75718232	2382826	9/5/2000
GUARDIAN	75639051	2403403	11/14/2000
OHVI	75136916	2123079	12/23/1997
OHVI GENERAC INDUSTRIAL SERIES	76236272	2661922	12/17/2002
POWER MANAGER BY GENERAC POWER SYSTEMS	76146845	2676313	1/21/2003
POWERMANAGER	76284287	2676764	1/21/2003
PRIMEPACT	75694070	2474199	7/31/2001
QUIETPACT	75706683	2326725	3/7/2000
QUIETSOURCE	76576961	3169143	11/7/2006
REAL HOMES DON'T BLACK OUT	77074455	3,375,034	01/29/08
SPECWRITER	75257005	2202567	11/10/1998
ULTRA SOURCE	76576962	3012603	11/8/2005

RAMPOWER	75268554	2269500	08/10/1999
WATCHDOG	77014536	3271189	07/31/07
GEMINI	77875143	Pending	Filed 11/18/2009