

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	SECURITY INTEREST																				
CONVEYING PARTY DATA																					
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Tom Joseph, Inc.</td> <td></td> <td>07/16/2010</td> <td>CORPORATION: WISCONSIN</td> </tr> <tr> <td>Magnum Products International, Inc.</td> <td></td> <td>07/16/2010</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Magnum Products Canada, Inc.</td> <td></td> <td>07/16/2010</td> <td>CORPORATION: WISCONSIN</td> </tr> <tr> <td>Magnum Products Services, LLC</td> <td></td> <td>07/16/2010</td> <td>LIMITED LIABILITY COMPANY: WISCONSIN</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Tom Joseph, Inc.		07/16/2010	CORPORATION: WISCONSIN	Magnum Products International, Inc.		07/16/2010	CORPORATION: DELAWARE	Magnum Products Canada, Inc.		07/16/2010	CORPORATION: WISCONSIN	Magnum Products Services, LLC		07/16/2010	LIMITED LIABILITY COMPANY: WISCONSIN
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Magnum Products Services, LLC		07/16/2010	LIMITED LIABILITY COMPANY: WISCONSIN																		
RECEIVING PARTY DATA																					
Name:	PNC Bank, National Association, as Agent																				
Street Address:	500 First Avenue																				
City:	Pittsburgh																				
State/Country:	PENNSYLVANIA																				
Postal Code:	54923																				
Entity Type:	National Association: PENNSYLVANIA																				
PROPERTY NUMBERS Total: 3																					
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">Property Type</th> <th style="width:15%;">Number</th> <th style="width:65%;">Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3433201</td> <td>MAGNUM</td> </tr> <tr> <td>Registration Number:</td> <td>3464331</td> <td>MAGNUM</td> </tr> <tr> <td>Registration Number:</td> <td>2498342</td> <td>POWER ZONE MAGNUM POWER SYSTEMS</td> </tr> </tbody> </table>		Property Type	Number	Word Mark	Registration Number:	3433201	MAGNUM	Registration Number:	3464331	MAGNUM	Registration Number:	2498342	POWER ZONE MAGNUM POWER SYSTEMS								
Property Type	Number	Word Mark																			
Registration Number:	3433201	MAGNUM																			
Registration Number:	3464331	MAGNUM																			
Registration Number:	2498342	POWER ZONE MAGNUM POWER SYSTEMS																			
CORRESPONDENCE DATA																					
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																				

CH \$90.00 3433201

ATTORNEY DOCKET NUMBER:	449894
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	07/20/2010
Total Attachments: 10 source=7-20-10 Tom Joseph-TM#page1.tif source=7-20-10 Tom Joseph-TM#page2.tif source=7-20-10 Tom Joseph-TM#page3.tif source=7-20-10 Tom Joseph-TM#page4.tif source=7-20-10 Tom Joseph-TM#page5.tif source=7-20-10 Tom Joseph-TM#page6.tif source=7-20-10 Tom Joseph-TM#page7.tif source=7-20-10 Tom Joseph-TM#page8.tif source=7-20-10 Tom Joseph-TM#page9.tif source=7-20-10 Tom Joseph-TM#page10.tif	

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.

1. Name of conveying party(ies):

Tom Joseph, Inc.
Magnum Products International, Inc.
Magnum Products Canada, Inc.
Magnum Products Services, LLC
215 Power Drive

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other WI & DE

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 07/16/2010

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC BANK, NATIONAL ASSOCIATION, AS AGENT

Internal Address: _____

Street Address: 500 First Avenue

City: Pittsburgh

State: PA

Country: _____ Zip: 54923

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other NA Citizenship PA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE SCHEDULE 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: ORDER# 449894

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

06/19/2010

Date

LUIS RODRIGUEZ

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

10

TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this July 16, 2010 by **MAGNUM PRODUCTS, LLC**, a Wisconsin limited liability company ("Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent ("Agent") for the Lenders.

WITNESSETH

WHEREAS, Grantor has entered into that certain Revolving Credit and Security Agreement with **TOM JOSEPH, INC.**, a Wisconsin corporation, **MAGNUM PRODUCTS INTERNATIONAL, INC.**, a Delaware corporation, **MAGNUM PRODUCTS CANADA, INC.**, a Wisconsin corporation and **MAGNUM PRODUCTS SERVICES, LLC**, a Wisconsin limited liability company (together with each Person joined as borrower to the Loan Agreement from time to time, collectively the "Borrowers"), 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 "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in certain of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers and guarantors under the Loan 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, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Loan Agreement of a continuing security interest in 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 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "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 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. Covenants. Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents (other than Permitted Encumbrances) without prior written consent of Agent.

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

5. Termination. This Agreement shall continue in effect until all of the Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

[signatures to appear on following page]


**[SIGNATURE PAGE TO TRADEMARK AND PATENT
SECURITY AGREEMENT]**

074658.01332/21888052v.2

**TRADEMARK
REEL: 004245 FRAME: 0616**

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

MAGNUM PRODUCTS, LLC

By: 
Name: Thomas J. Joseph
Title: Manager

Agreed and Accepted
As of the Date First Written Above

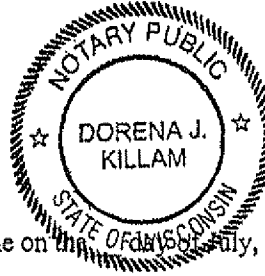
PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: Peter Zimmerer
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT
SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

State of WI)
) : SS
Waushara County)



This instrument was acknowledged before me on the 15th day of July, 2010, by Thomas J. Joseph as Manager of Magnum Products, LLC.



[Seal]

Dorena Killam
Notary Public, State of WI
My commission expires on 2/2011

[ACKNOWLEDGEMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT]

SCHEDULE 1

TRADEMARK REGISTRATIONS

G&K FILE NUMBER (073743-)	MARK	COUNTRY	SERIAL NO./REG. NO.	FILING DATE/ISSUE DATE	STATUS
0042	MAGNUM	Canada	TMA735,325	02/26/2009	Registered
0020	MAGNUM	US	3,433,201	05/20/2008	Registered
0043	MAGNUM and Design	Canada	TMA735,324	02/26/2009	Registered
0019		US	3,464,331	07/08/2008	Registered
0037		US	2,498,342	10/16/2001	Registered

SCHEDULE -1

074658.01332/21888052v.2

PATENT REGISTRATIONS

PATENT	COUNTRY	PATENT NO./ APPLICATION NO.	ISSUE DATE	STATUS
PORTABLE GENERATOR	US	D573,092	07/15/2008	Issued
PORTABLE INTEGRATED POWER SUPPLY AND HVAC UNIT	US	61/246168		Provisional Application
LOW PROFILE COLLAPSIBLE LIGHTING SYSTEM	PCT	PCT/US09/62589		Pending
LOW PROFILE COLLAPSIBLE LIGHTING SYSTEM	US	12/608805		Pending

SCHEDULE -1

074658.01332/21888052v.2

TRADEMARK
REEL: 004245 FRAME: 0620

POWER OF ATTORNEY

MAGNUM PRODUCTS, LLC, a Wisconsin limited liability company ("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 and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders"), TOM JOSEPH, INC., a Wisconsin corporation, MAGNUM PRODUCTS INTERNATIONAL, INC., a Delaware corporation, MAGNUM PRODUCTS CANADA, INC., a Wisconsin corporation and MAGNUM PRODUCTS SERVICES, LLC, a Wisconsin limited liability company and Grantor, dated as of July 16, 2010 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor 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 Grantor and Agent dated as of July 16, 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 and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents of Grantor in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor, a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else including, without limitation, the power to execute on behalf of Grantor, a Trademark or Patent, 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 Loan Agreement.

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 Loan 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, Grantor has executed this Power of Attorney as of the date stated above.

MAGNUM PRODUCTS, LLC

By: 

Name: Thomas J. Joseph

Title: Manager

[SIGNATURE PAGE TO POWER OF ATTORNEY]

COMPANY ACKNOWLEDGMENT

State of WI)
 : SS
Waushara County)

This instrument was acknowledged before me on the ___ day of July, 2010, by Thomas J. Joseph as Manager of Magnum Products, LLC.

[Seal]



Dorena J. Killam
Notary Public, State of WI
My commission expires on 02/2011

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