

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
Unipower, LLC		09/29/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Danversbank
Street Address:	One Conant Street
City:	Danvers
State/Country:	MASSACHUSETTS
Postal Code:	01923
Entity Type:	Savings Bank: MASSACHUSETTS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1704698	UNIMOD
Registration Number:	1939965	UNIFLEX
Registration Number:	1694141	SKINTOP
Registration Number:	2095044	ULTIMOD
Registration Number:	2255987	POSTLINEAR
Registration Number:	2194175	POWERCASSETTE
Registration Number:	2061258	POWERSPEED

CORRESPONDENCE DATA

Fax Number: (617)367-2315
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-973-6298
 Email: dbarbash@pbl.com
 Correspondent Name: David M. Barbash
 Address Line 1: Prudential Tower, 800 Boylston Street

OP \$190.00 1704698

Address Line 2: Posternak Blankstein & Lund LLP
Address Line 4: Boston, MASSACHUSETTS 02199

NAME OF SUBMITTER:	David M. Barbash
Signature:	/David M. Barbash/
Date:	09/30/2010

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 29, 2010, by Unipower, LLC, a Delaware limited liability company the "Grantor"), in favor of Danversbank, a Massachusetts bank (the "Lender").

RECITALS

A. The Grantor has entered into that certain Revolving Credit Agreement dated as of the date hereof (as such may amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement") with the Lender, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, the Grantor.

B. The Grantor has entered into a Security Agreement dated as of the date hereof (as such may be amended, restated, supplemented and/or otherwise modified from time to time, the "Security Agreement") with the Lender pursuant to which certain obligations owed to the Lender are secured.

C. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Lender and its successors and assigns, for its and their benefit, this Agreement.

D. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Lender and its successors and assigns, for its and their benefit, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, service marks, service mark applications and service mark license, and all products, proceeds and goodwill thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and Security Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

As security for the Obligations of the Grantor to the Lender and pursuant to the Security Agreement, the Grantor does hereby grant to the Lender and its successor and assigns, for its and their benefit, a continuing security interest in all right, title and interest of the Grantor in, to and under the following, whether presently existing or hereafter created or acquired:

(1) each trademark, service mark, trademark application and service mark application, including, without limitation, each trademark, service mark, trademark application and service mark application referred to in Schedule 1 annexed hereto, together with any and all goodwill associated therewith;

(2) each trademark license and service mark license, including, without limitation, each trademark license and service mark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

(3) all products, proceeds and goodwill of, or associated with, the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark or service mark, including, without limitation, any trademark or service mark referred to in Schedule 1 annexed hereto, any trademark or service mark issued pursuant to a trademark application or a service mark application referred to in Schedule 1 and any trademark or service mark licensed under any trademark license or service mark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

The security interest granted by this Agreement is in furtherance of (and not in limitation of), and in conjunction with, the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement and the Credit Agreement. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of page intentionally left blank.]

[Signature pages to follow.]

[Signature page to Trademark Security Agreement]

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

UNIPOWER, LLC

By: 

Jose Merino
President

Acknowledged:

Danversbank

By: _____

Arthur M. Santos
Senior Vice President

[Signature page to Trademark Security Agreement]

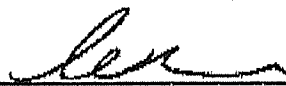
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

UNIPOWER, LLC

By: _____
Jose Merino
President

Acknowledged:

Danversbank

By:  _____
Arthur M. Santos
Senior Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark Registration Number	Trademark Application Number	Date of Application	Date of Registration	License
1,704,698	74-205,044	9-19-91	8-4-92	None
1,939,965	74-618,369	1-5-95	12-5-95	None
1,694,141	74-182,487	7-5-91	6-16-92	None
2,095,044	75-163,560	9-10-96	9-9-97	None
2,255,987			6-08-04	None
2,194,175 ¹				None

Service Marks, Service Mark Applications and Service Mark Licenses

Service Mark Registration Number	Service Mark Application Number	Date of Application	Date of Registration	License
2,061,258	75-112,129	5-31-96	5-13-97	None

¹ This trademark was inadvertently abandoned for failure to renew and needs to be reinstated.