

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Powermat USA, LLC		10/05/2010	LIMITED LIABILITY COMPANY: DELAWARE
Powermat Canada, LLC		10/05/2010	LIMITED LIABILITY COMPANY: MICHIGAN

**RECEIVING PARTY DATA**

Name:	Powermat Investor Group, LLC
Street Address:	1350 Avenue of the Americas
Internal Address:	Suite 3100
City:	New York
State/Country:	NEW YORK
Postal Code:	10019-7732
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	77715052	
Serial Number:	77715011	
Serial Number:	77796661	LOSE THE CORDS
Serial Number:	77824818	CORD FATIGUE

**CORRESPONDENCE DATA**

Fax Number: (202)739-3001  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-739-3000  
 Email: jennifer.evans@morganlewis.com  
 Correspondent Name: Morgan, Lewis & Bockius LLP  
 Address Line 1: 1111 Pennsylvania Avenue, NW  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

CH \$115.00 77715052

ATTORNEY DOCKET NUMBER:	000095-0001
NAME OF SUBMITTER:	Jennifer C. Evans
Signature:	/jennifer c evans/
Date:	10/18/2010
<b>Total Attachments: 5</b> source=Powermat - Trademark Security Agreement#page1.tif source=Powermat - Trademark Security Agreement#page2.tif source=Powermat - Trademark Security Agreement#page3.tif source=Powermat - Trademark Security Agreement#page4.tif source=Powermat - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of October 5, 2010, (as amended, restated or otherwise modified, the "Trademark Security Agreement"), is entered into by and between each of **POWERMAT USA, LLC**, a Delaware limited liability company ("PM USA") and **POWERMAT CANADA, LLC**, a Michigan limited liability company ("PM Canada" together with PM USA, collectively, the "Grantors" and individually, a "Grantor") and **POWERMAT INVESTOR GROUP, LLC**, as collateral agent (together with its successors and assigns in such capacity, the "Agent") for itself and Lenders identified in the Loan Agreement referred to below.

WITNESSETH:

Whereas, Grantors are party to that certain Loan and Security Agreement, dated of even date herewith (as amended, amended and restated, modified, renewed, supplemented, refinanced, extended, or otherwise in effect from time to time, the "Loan Agreement"), between each of the Grantors, the Agent and the Lenders identified therein, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Lenders to enter into the Loan Agreement the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meanings given to them in the Loan Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. In order to secure its Obligations, each Grantor hereby pledges and grants to the Agent, for the benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (collectively, "Trademarks"), (ii) all extensions or renewals of the foregoing, (iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License and (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill;

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses"); and

(c) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent for the Lenders pursuant to the Loan Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

*[Remainder of page intentionally left blank]*

In Witness Whereof, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**Grantors:**

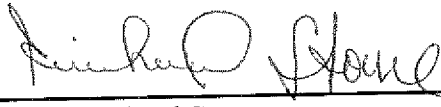
**POWERMAT USA, LLC**

By: \_\_\_\_\_  
Name: Ran Poliakine  
Title: Chief Executive Officer

**POWERMAT CANADA, LLC**

By: \_\_\_\_\_  
Name: Ran Poliakine  
Title: Chief Executive Officer

**POWERMAT INVESTOR GROUP, LLC, as  
Collateral Agent**

By: 

Name: Richard Stone

Title: Sole Member

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Owner	Trademark	Appl./Reg. No.	Appl./Reg. Date	Country
PowerMat USA, LLC	SOUND (Power Down)	77/715,052	4/16/2009	USA
PowerMat USA, LLC	SOUND (Power UP)	77/715,011	4/16/2009	USA
PowerMat USA, LLC	LOSE THE CORDS	77/796,661	8/4/2009	USA
PowerMat USA, LLC	CORD FATIGUE	77/824,818	9/11/2009	USA