

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
Mr. Electric Corp.		12/23/2010	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as agent
Street Address:	30 S Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2758326	
Registration Number:	2411628	
Registration Number:	3403237	
Registration Number:	1894696	MR. ELECTRIC
Registration Number:	1918360	MR. ELECTRIC EXPERT ELECTRICAL SERVICE
Registration Number:	3491845	MR. ELECTRIC EXPERT ELECTRICAL SERVICE
Registration Number:	3168288	POWERLINE
Registration Number:	3697418	SUNBURST ELECTRIC
Registration Number:	3697417	SUNBURST ELECTRIC EXPERT ELECTRICAL SERVICE

CORRESPONDENCE DATA

Fax Number: (312)558-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3125586352
 Email: lkonrath@winston.com
 Correspondent Name: Laura Konrath

900179924

**TRADEMARK
 REEL: 004442 FRAME: 0032**

CH \$240.00 2758326

Address Line 1: 35 West Wacker Drive
Address Line 2: Winston & Strawn LLP
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 6737-133

NAME OF SUBMITTER: Laura Konrath

Signature: /Laura Konrath/

Date: 12/28/2010

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of the date set forth in the signature page below, is made by Mr. Electric Corp., a Texas corporation (herein referred to as "Grantor") in favor of Madison Capital Funding LLC, as agent for the Lenders (as defined below) (the "Agent") for the Lenders party to the Credit Agreement (as defined below).

WHEREAS, the Grantor owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses (as defined in the Guarantee and Collateral Agreement referred to below);

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among the Borrowers (as defined in the Credit Agreement), Holdings (as defined in the Credit Agreement), the other persons party thereto as Loan Parties (as defined in the Credit Agreement), the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and the Agent; and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of the Lenders a Lien (as defined in the Credit Agreement) on the Collateral (as defined in the Credit Agreement), including the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a Lien in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;
- (ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, subject to the rights of the licensors therein, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property

rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any Trademark License, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Agreement and to accomplish the purposes hereof, all subject to and in accordance with, the Credit Agreement and the Collateral Agreement.

The foregoing Lien is granted in conjunction with the Lien granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the Lien in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 23 day of December, 2010.

MR. ELECTRIC CORP.

By: _____

Name: Samuel L. Katz

Title: Vice President

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC,
as Agent**

By: _____

Name:

Title:

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 004442 FRAME: 0036**

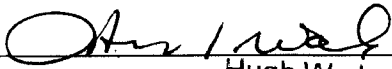
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 23 day of December, 2010.

MR. ELECTRIC CORP.

By: _____
Name:
Title:

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC, as
Agent**


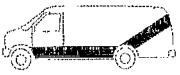


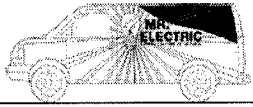

By: 
Name: Hugh Wade
Title: Chief Administrative Officer
Senior Managing Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 004442 FRAME: 0037**

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS APPLICATIONS AND REGISTRATIONS

MARK	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
DESIGN ONLY 	U.S. Federal	76407981 5/15/2002	2758326 9/2/2003	Mr. Electric Corp.
DESIGN ONLY 	U.S. Federal	75039290 1/2/1996	2411628 12/12/2000	Mr. Electric Corp.
DESIGN ONLY 	U.S. Federal	78783371 12/31/2005	3403237 3/25/2008	Mr. Electric Corporation
MR. ELECTRIC	U.S. Federal	74424548 8/16/1993	1894696 5/16/1995	Mr. Electric Corp.
MR. ELECTRIC EXPERT ELECTRICAL SERVICE 	U.S. Federal	74559496 8/11/1994	1918360 9/12/1995	Mr. Electric Corp.
MR. ELECTRIC EXPERT ELECTRICAL SERVICE 	U.S. Federal	77350254 12/12/2007	3491845 8/26/2008	Mr. Electric Corporation
POWERLINE	U.S. Federal	78769958 12/9/2005	3168288 11/7/2006	Mr. Electric Corporation
SUNBURST ELECTRIC	U.S. Federal	77112688 2/21/2007	3697418 10/20/2009	Mr. Electric Corp.
SUNBURST ELECTRIC EXPERT ELECTRICAL SERVICE 	U.S. Federal	77112684 2/21/2007	3697417 10/20/2009	Mr. Electric Corp.

MARK	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
WE HAVE THE POWER TO MAKE THINGS BETTER	U.S. Federal	76550151 10/8/2003	2869070 8/3/2004	Mr. Electric Corp.