

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Intermatic Incorporated		03/01/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Privatebank and Trust Company		
<b>Street Address:</b>	120 South LaSalle Street		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	a banking corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0548984	INTERMATIC	
Registration Number:	0604831	TIME-ALL	
Registration Number:	1080228	INTERMATIC	
Registration Number:	1117585	INTERMATIC	
Registration Number:	1117588	INTERMATIC	
Registration Number:	1381137	INTERMATIC	
Registration Number:	1645918	POWER ALERT	
Registration Number:	1717803	GUARDIAN1	
Registration Number:	1753172	GUARDIAN	
Registration Number:	1813424	GUARDIAN2	
Registration Number:	1943876	EASYTRAC	
Registration Number:	2061068	ELECTRA SOURCE	
Registration Number:	2399112	INTERMATIC	

**CH \$540.00 0548984**

Registration Number:	2851406	ARRESTERGUARD
Registration Number:	2981817	INTERMATIC
Registration Number:	3191018	
Registration Number:	3295343	I-WAVE
Registration Number:	3609082	MAKE THE CONNECTION
Registration Number:	3610426	INTOUCH
Registration Number:	3705658	PROVIDING A BRIGHTER SOLUTION
Registration Number:	1276863	GOOD NITE LIGHT

**CORRESPONDENCE DATA**

Fax Number: (312)609-5005  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (312) 609-7838  
Email: podonoghue@vedderprice.com  
Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.  
Address Line 1: 222 North LaSalle Street  
Address Line 2: Suite 2500  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	40180.00.0039-D.MANGAN
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	03/01/2011

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Security Agreement**”) made as of this 1st day of March, 2011, by INTERMATIC INCORPORATED, a Delaware corporation (“**Borrower**”), with an office located at 7777 Winn Road, Spring Grove, Illinois 60081, in favor of THE PRIVATEBANK AND TRUST COMPANY (“**Lender**”), with an office at 120 South LaSalle Street, Suite 200, Chicago, Illinois 60603.

### W I T N E S S E T H:

**WHEREAS**, Borrower and Lender are parties to a certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) and other related loan documents of even date herewith executed in connection therewith (collectively, with the Loan Agreement, and as each may be amended, restated, supplemented or otherwise modified from time to time, the “**Financing Agreements**”), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Lender of a security interest in certain of Borrower’s assets, including, without limitation, its trademarks and trademark applications;

**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, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Lender, and hereby reaffirms its grant pursuant to the Financing Agreements of, a continuing security interest in Borrower’s entire right, title and interest in and to all of its now owned or existing and its hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and any renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable to Borrower under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower’s business

connected with the use of and symbolized by the Trademarks. Notwithstanding the foregoing provisions of this Section 2, the foregoing security interest shall not extend to, and the term "Trademarks" as used herein shall not include, Borrower's right, title and interest in and to any Excluded Property.

3. Warranties and Representations. Borrower warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any Trademark registration listed on Schedule A been cancelled, in whole or in part and each such Trademark registration is presently subsisting;

(ii) To the knowledge of Borrower, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances (other than Permitted Liens), including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark that, if adversely determined, would reasonably be expected to have a Material Adverse Effect; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise set forth herein, Borrower agrees that until Borrower's Obligations (other than contingent indemnification obligations in respect of which no claim has been asserted) shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Lender, such consent not to be unreasonably withheld, sell or assign (other than Permitted Liens and sales and assignments permitted by the Loan Agreement) its interest in any Trademark or enter into any other agreement with respect to any Trademark which would adversely affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the United States federally registered Trademarks, and United States federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) owned by Borrower on the date hereof. If, before Borrower's Obligations (other than contingent indemnification obligations in respect of which no claim has been asserted) shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Lender prompt written notice of any such United States federally registered Trademarks and Trademark applications. Notwithstanding the foregoing, the terms of this Security Agreement shall not apply to any

license of a Trademark hereafter acquired solely in the event that: (i) as the result of the security interest granted herein, Borrower's rights in or with respect to such license would be forfeited or would become void, voidable, terminable or revocable, or if Borrower would be deemed to have breached, violated or defaulted such agreement that governs such license; and (ii) any such restriction shall be effective and enforceable under applicable law (any license meeting the requirements of the foregoing shall be considered a "**Restricted General Intangible**"); provided, however, that the terms of this Security Agreement shall extend to (y) any and all proceeds of Restricted General Intangibles and (z) any item of Restricted General Intangibles, in each case upon any applicable party's consent thereto. Borrower hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such federally registered Trademarks.

6. Royalties; Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Obligations (other than contingent indemnification obligations in respect of which no claim has been asserted) and the termination of the Financing Agreements. Borrower agrees that upon the occurrence and during the continuance of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Borrower.

7. Product Quality. Borrower agrees to maintain in all material respects the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence and during the continuance of an Event of Default, Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Obligations (other than contingent indemnification obligations in respect of which no claim has been asserted) and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements of Borrower set forth herein shall be borne by Borrower. All reasonable out-of-pocket fees, costs and expenses, of whatever kind or nature, including reasonable out-of-pocket attorneys' fees and legal expenses, incurred by Lender (a) in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices to perfect the liens of Lender on the Trademarks granted pursuant to this Security Agreement and the Loan Agreement, (b) in connection with the payment or discharge of any taxes relating to this Security Agreement or the Trademarks (to the extent such taxes are required to be paid or reimbursed by Borrower pursuant to the Loan Agreement), any maintenance fees with respect to the Trademarks or any encumbrances (other than Permitted Liens) on the Trademarks, or (c) in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case shall be borne by and paid by Borrower and until paid shall constitute Obligations.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently, to the extent commercially reasonable, any Trademark applications pending as of the date hereof or hereafter until Borrower's Obligations (other than contingent indemnification obligations in respect of which no claim has been asserted) shall have been paid in full and the Financing Agreements have been terminated unless Borrower shall reasonably determine that any of the Trademark applications do not have material economic value to Borrower, (ii) to preserve and maintain all rights in the Trademarks, to the extent commercially reasonable unless Borrower shall reasonably determine that any of the Trademarks does not have material economic value to Borrower and (iii) to ensure that the Trademarks are and remain enforceable, to the extent commercially reasonable unless Borrower shall reasonably determine that any of the Trademarks or their enforcement does not have material economic value to Borrower. Any expenses incurred in connection with Borrower's obligations under this Section 10 shall be borne by Borrower.

11. Lender's Right to Sue. After the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all reasonable out-of-pocket costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments reasonably necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender reasonably

deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Obligations (other than contingent indemnification obligations in respect of which no claim has been asserted) shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.


**(Signature Page Follows)**

*(Signature Page to Trademark Security Agreement)*

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

**BORROWER:**

**INTERMATIC INCORPORATED**, a  
Delaware corporation

By:   
Antony S. Meister  
Vice President - Corporate Controller,  
Secretary and Treasurer



*(Signature Page to Trademark Security Agreement)*

Agreed and Accepted  
As of the Date First Written Above

**LENDER:**

**THE PRIVATEBANK AND TRUST  
COMPANY**

By:   
Mitchell Rasky  
Managing Director

**SCHEDULE A**

Intermatic US Trademark Registrations

Mark	Registration Date	Registration No.
INTERMATIC	10/2/1951	548,984
TIME-ALL	4/19/1955	604,831
INTERMATIC and Design	12/27/1977	1,080,228
INTERMATIC and Design	5/8/1979	1,117,585
INTERMATIC	5/8/1979	1,117,588
GOOD NITE LIGHT (Stylized)	5/8/1984	1,276,863
INTERMATIC and Design	2/4/1986	1,381,137
POWER ALERT	5/28/1991	1,645,918
GUARDIAN1 and Design	9/22/1992	1,717,803
GUARDIAN and Design	2/16/1993	1,753,172
GUARDIAN2 and Design	12/28/1993	1,813,424
EASYTRAC	12/26/1995	1,943,876
ELECTRA SOURCE	5/13/1997	2,061,068
INTERMATIC	10/31/2000	2,399,112
ARRESTERGUARD	6/8/2004	2,851,406
INTERMATIC	8/2/2005	2,981,817
House Design	1/2/2007	3,191,018
I-WAVE	9/18/2007	3,295,343
MAKE THE CONNECTION	4/21/2009	3,609,082
INTOUCH	4/21/2009	3,610,426
PROVIDING A BRIGHTER SOLUTION	11/3/2009	3,705,658