

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement (Senior Subordinated Loan)	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pyott-Boone Electronics, Inc.		04/01/2011	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	38 Fountain Square Plaza		
Internal Address:	MD 109047 -- Attn: Mezzanine Finance Group		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking corporation: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2496835	MINEBOSS	
Registration Number:	1149679	PAGE BOSS	
Registration Number:	1014355	PB	
CORRESPONDENCE DATA			
Fax Number:	(202)533-9099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-467-8856		
Email:	behogue@vorys.com, iplaw@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	1909 K Street, NW -- 9th Floor		
Address Line 2:	Attn: Richard S. Donnell, Esq.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	5252-744/0769/PYOTTBOONE		
NAME OF SUBMITTER:	Richard S. Donnell		

CH \$90.00 2496835

Signature:	/richard s donnell/
Date:	04/18/2011
Total Attachments: 5 source=Trademark Security Agreement - Senior Subordinated Loan#page1.tif source=Trademark Security Agreement - Senior Subordinated Loan#page2.tif source=Trademark Security Agreement - Senior Subordinated Loan#page3.tif source=Trademark Security Agreement - Senior Subordinated Loan#page4.tif source=Trademark Security Agreement - Senior Subordinated Loan#page5.tif	

A FIFTH THIRD BANCORP BANK**TRADEMARK SECURITY AGREEMENT**

(Short Form – Senior Subordinated Loan)

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of April 1, 2011 (the “Effective Date”), is entered into by and between **PYOTT-BOONE ELECTRONICS, INC.**, a Virginia corporation (“Debtor”), whose principal place of business and mailing address is 1459 Wittens Mill Road, North Tazewell, Virginia 24630, and **FIFTH THIRD BANK**, an Ohio banking corporation (“Lender”), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, “Secured Party”), with an office at 38 Fountain Square Plaza, MD 109047, Cincinnati, Ohio 45263, Attention: Mezzanine Finance Group, and is as follows:

WHEREAS, Lender and Debtor (as successor by merger to PBE Acquisition, Inc., a Delaware corporation (“Acquisition Inc.”)) are parties to a Senior Subordinated Credit Agreement dated of even date herewith (as may be amended, renewed, consolidated, restated or replaced from time to time, the “Credit Agreement”);

WHEREAS, Lender and Debtor (as successor by merger to Acquisition Inc.) are parties to a Security Agreement dated of even date herewith (as may be amended, renewed, consolidated, restated or replaced from time to time, the “Security Agreement”);

WHEREAS, pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a continuing security interest in and to, and Lien on, all of its “Collateral” as that term is defined in the Security Agreement, to secure the full, prompt and complete payment and performance of the “Obligations” as that term is defined in the Credit Agreement;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, Debtor hereby grants and, as applicable, re-grants to the Secured Party a continuing security interest in all of the Trademark Collateral as defined below.

The collateral in which a security interest and Lien is hereby granted (all of the following being, collectively, the “Trademark Collateral”) comprises collectively all of Debtor’s right, title and interest in and to: (a) all now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being, collectively, the “Trademarks”); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now or in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past and future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; and (f) all rights of Debtor as licensor or licensee under, and with respect to, all Trademarks; together in each case of clauses (a) through (f) with the goodwill of Debtor’s business in connection with the use of, and symbolized by, the foregoing. Notwithstanding anything to the contrary in this

Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any intent to use trademark applications for which a statement of use has not been filed with, and accepted by, the U.S. Patent and Trademark Office or any intellectual property rights for which the grant of a Lien on such rights would result in a material loss of rights, the cancellation or voiding of such rights.

Debtor hereby authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office.

Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement or if not defined therein shall have the meaning ascribed thereto in the Security Agreement. This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement, the Security Agreement will govern. Each of the Debtor and the Secured Party hereby acknowledges and affirms that the rights and remedies of the Secured Party and each 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 the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Nothing herein shall be construed to supersede, or to have merged into, the Security Agreement or any of the FTSF Senior Debt Documents, all of which will remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

PYOTT-BOONE ELECTRONICS, INC.

By: [Signature]
Name: Stuart de Crespigny
Title: CEO

FIFTH THIRD BANK

By: _____
Harrison S. Mullin, Vice President

STATE OF VIRGINIA,
COUNTY OF TAZEWELL, SS:

The foregoing instrument was acknowledged before me this 1st day of April, 2011, by Stuart Champion de Crespigny, President of Pyott-Boone Electronics, Inc., a Virginia corporation, on behalf of such corporation.

[Signature]
Notary Public

My commission expires: 7-31-13



Margaret A. Asbury
Comm #172755
Notary Public
Commonwealth of Virginia
My Comm. expires July 31, 2013

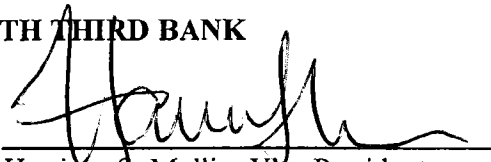
SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
(SHORT FORM - SENIOR SUBORDINATED LOAN)

TRADEMARK
REEL: 004523 FRAME: 0572

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

PYOTT-BOONE ELECTRONICS, INC.

By: _____
Name: _____
Title: _____

FIFTH THIRD BANK
By: 
Harrison S. Mullin, Vice President

STATE OF _____,
COUNTY OF _____, SS:

The foregoing instrument was acknowledged before me this _____ day of April, 2011, by _____ of Pyott-Boone Electronics, Inc., a Virginia corporation, on behalf of such corporation.

Notary Public

My commission expires: _____

SCHEDULE I

TRADEMARKS

Registered U.S. Trademarks

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date.
MINEBOSS	75/715,948	05-20-1999	2,496,835	10-9-2001
PAGE BOSS	73/217,634	05-29-1979	1,149,679	03-31-1981
PB	72/454,395	04-13-1973	1,014,355	06-24-1975