

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pinnacle Products International, Inc.		05/06/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Citizens Bank of Pennsylvania
<b>Street Address:</b>	3025 Chemical Road
<b>Internal Address:</b>	Suite 300
<b>City:</b>	Plymouth Meeting
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19462
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	3584633	REMINGTON
Registration Number:	3446721	HEAT STREAM
Registration Number:	3263074	PRO-ON-THE-GO
Registration Number:	3357568	SUN-STREAM
Registration Number:	3295012	HEAT HOG
Registration Number:	3160431	BIG COUNTRY BREEZE
Registration Number:	3276494	TRU-TEMP
Registration Number:	3195024	PRO-TEMP
Registration Number:	1727357	
Registration Number:	1494999	REMINGTON
Registration Number:	1442999	MASTER
Serial Number:	85026735	
Serial Number:	78587015	REMINGTON

**TRADEMARK**

**900191341**

**REEL: 004537 FRAME: 0214**

**CH \$340.00 3584633**

**CORRESPONDENCE DATA**

Fax Number: (302)636-5454  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Co.- J. Paterson  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	770434
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	05/09/2011

**Total Attachments: 13**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Intellectual Property Security Agreement") is made this 6th day of May, 2011, between PINNACLE PRODUCTS INTERNATIONAL, INC., a Delaware corporation ("Grantor"), and CITIZENS BANK OF PENNSYLVANIA ("Lender").

WHEREAS, pursuant to the Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Grantor, Pinnacle Investment Corp, a Delaware corporation ("Holdings") and PPI Acquisition Group Inc., a Delaware corporation ("PPI," together with Grantor and Holdings, collectively, "Borrowers") and Lender, Lender is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN THE INTELLECTUAL PROPERTY COLLATERAL. Grantor hereby unconditionally grants, assigns and pledges to Lender a security interest in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Intellectual Property Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I hereto;
- (b) all of its patents including those referred to on Schedule II hereto (collectively, the "Patents");
- (c) all of its copyrights, copyright applications, registrations and licenses, rights and interests in copyrights and works protectable by copyright including those referred to on Schedule III hereto (collectively, the "Copyrights"); and
- (d) all proceeds of the foregoing.

For purposes hereof, "Trademarks" means trademarks, trade names, trademark applications, service marks, service mark applications, and also includes (i) the registered or applied for trade names, trademarks, trademark applications, service marks, and service mark applications listed on Schedule I hereto, (ii) all renewals thereof, (iii) all income, royalties, damage awards and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future (A) infringements and dilutions thereof and (B) injury to the goodwill associated therewith, (iv) the right to sue for past, present and future (A) infringements and dilutions thereof and (B) injury to the goodwill associated therewith, (v) the goodwill of

Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of Grantor's rights corresponding thereto throughout the world.

3. SECURITY FOR OBLIGATIONS. This Intellectual Property Security Agreement and the security interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Upon full satisfaction of Borrower's Obligations under the Loan Agreement, Lender shall promptly execute, deliver and/or file any releases reasonably requested by Grantor as may be necessary to release the security interests granted by this Intellectual Property Security Agreement.

4. LOAN AGREEMENT. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property 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. To the extent there is any inconsistency between this Intellectual Property Security Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks, Patents or Copyrights, the provisions of this Intellectual Property Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new Trademarks, Patents and/or Copyright or with respect to Grantor's election not to renew or extend any material Trademark, Patent and/or Copyright registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Lender unilaterally to modify this Intellectual Property Security Agreement by amending Schedule I, Schedule II and/or Schedule III, as applicable, to include any such new Trademark, Patent and/or Copyright rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Intellectual Property Security Agreement or amend Schedule I, Schedule II and/or Schedule III shall in any way affect, invalidate or detract from Lender's continuing security interest in all Intellectual Property Collateral, whether or not listed on Schedule I, Schedule II or Schedule III.

6. POWER OF ATTORNEY. Upon the occurrence and during the continuance of an Event of Default under the Loan Agreement, Grantor hereby covenants and agrees that Lender may take such action permitted under the Loan Agreement, the Loan Documents and/or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks, Patents and/or Copyrights covered hereby. In the event, and only in the event of such foreclosure, as may be allowed under the Loan Agreement, the Loan Documents and/or permitted by law, Grantor hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Trademarks, Patents and/or Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and/or Copyrights to anyone else, or necessary for Lender to assign, pledge, convey or otherwise

transfer title in or dispose of the Trademarks, Patents and/or Copyrights to any Person including, without limitation, the power to execute a trademark/patent/copyright assignment in the form attached hereto as Exhibit 1, as it may then be completed by Lender in order to effectuate a transfer of the Trademarks, Patents and/or Copyrights and carry out the intent of the parties hereto; provided that Lender shall not assign or otherwise dispose of any Trademark owned by Grantor without assigning the assets and goodwill of the business associated therewith; and any assignment not in compliance with the foregoing shall be null and void; and provided that any of the foregoing actions are properly authorized under the Loan Agreement, the Loan Documents and/or permitted by law. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof. This power of attorney shall be irrevocable until all Borrowers' Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated, at which time this power of attorney shall immediately and automatically, without further action of Lender or Grantor, terminate.

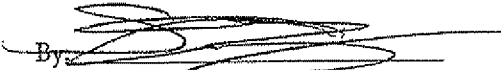
7. COUNTERPARTS. This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by electronic transmission shall be deemed an original signature hereto.

8. GOVERNING LAW. THIS AGREEMENT, AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE COMMONWEALTH OF PENNSYLVANIA.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor, intending to be legally bound, has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**PINNACLE PRODUCTS  
INTERNATIONAL, INC.**

By:   
Name: Stephen McCalley  
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

**CITIZENS BANK OF PENNSYLVANIA**

By: \_\_\_\_\_  
Name: Amy N. Grodsky  
Title: Senior Vice President

IN WITNESS WHEREOF, Grantor, intending to be legally bound, has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**PINNACLE PRODUCTS  
INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name: Stephen McCalley  
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

**CITIZENS BANK OF PENNSYLVANIA**

By: *Amy N. Grodsky*  
Name: Amy N. Grodsky  
Title: Senior Vice President

Error! Unknown document property name.

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF: Pennsylvania : SS  
COUNTY OF Philadelphia :

On this 5<sup>th</sup> of May, 2011, before me personally appeared Stephen McCalley to me known and being duly sworn, deposes and says that he is the President of PINNACLE PRODUCTS INTERNATIONAL, INC., the Company described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such entity; and he desires the same to be recorded as such.

Lisa Ann Zolna  
Notary Public

My Commission Expires: 4/21/2015

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Lisa Ann Zolna, Notary Public  
City of Philadelphia, Philadelphia County  
My Commission Expires April 21, 2015  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



ACKNOWLEDGMENT

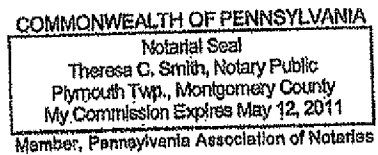
UNITED STATES OF AMERICA  
STATE OF Pennsylvania  
COUNTY OF Montgomery

:  
: SS

On this 5th day of May, 2011, before me personally appeared Amy N. Grodsky to me known and being duly sworn, deposes and says that she is a Senior Vice President of Citizens Bank of Pennsylvania, the Lender described in the foregoing Agreement; that she signed the Agreement as such officer pursuant to the authority vested in her by law; that the within Agreement is the voluntary act of such Lender; and she desires the same to be recorded as such.

Theresa C. Smith  
Notary Public

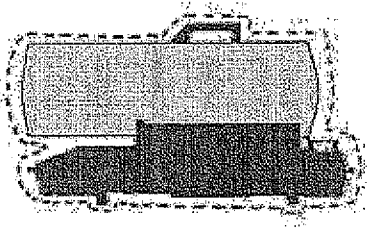
My Commission Expires: May 12, 2011



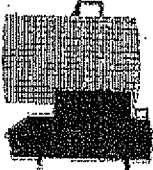
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SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations/Applications

<u>TrademarkMark</u>	<u>Country/Region</u>	<u>Reg. Number</u>	<u>Serial Number</u>
	USA		85026735 <sup>1</sup>
REMINGTON	USA		78587015
REMINGTON	USA	3584633	78586993
HEAT STREAM	USA	3446721	78787466
PRO-ON-THE-GO	USA	3263074	78787481
SUN-STREAM	USA	3357568	78787471
HEAT HOG	USA	3295012	78668235
HEAT HOG	CANADA	TMA681623	(Canada) 1265370
BIG COUNTRY BREEZE	USA	3160431	78543649
TRU-TEMP	USA	3276494	78543648
TRU-TEMP	CANADA	TMA675820	(Canada) 1263829

<sup>1</sup> As a result of reinstatement of the trademark, registration number 1727357, the Company will allow this trademark application to expire.

<u>TrademarkMark</u>	<u>Country/Region</u>	<u>Reg. Number</u>	<u>Serial Number</u>
PRO-TEMP	USA	3195024	78543646
PRO-TEMP	CANADA	TMA675822	(Canada) 1263831
	USA	1727357	74046378
REMINGTON	USA	1494999	73632528
MASTER	USA	1442999	73603166

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patent Registrations/Applications

1. Maintenance Minder for Forced Air Heater (co-owned with SP Elemech)  
Pub. No.: US 2010/0033335A1  
Pub. Date: February 11, 2010  
Appl. No.: 12/570,644  
Filed: September 30, 2009
  
2. Collapsible Wheel Assembly  
Patent No.: US 7,413,199 B2  
Date of Patent: August 19, 2008  
Appl. No.: 11/590,279  
Filed: October 30, 2006
  
3. Mounting Frame for Portable Equipment (co-owned with SP Elemech)  
Pub. No. US 2008/0203267 A1  
Pub. Date: August 28, 2008  
Appl. No.: 11/711,220  
Filed: February 27, 2007
  
4. Collapsible Wheel Assembly  
U.S. Patent Appl. No. 12/192,287  
Patent No.: US 7,780,175  
Filed: August 15, 2008  
Issued: August 24, 2010

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights Applications

<u>Copyright</u>	<u>Country/Region</u>	<u>Registration Number</u>	<u>Registration Date</u>

**EXHIBIT 1**

**TRADEMARK/PATENT/COPYRIGHT/ASSIGNMENT**

WHEREAS, [ ] ("Grantor") is the registered owner of the United States (i) trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule A attached hereto and made a part hereof ("Trademarks"), (ii) patents listed on Schedule B attached hereto and made a part hereof ("Patents"), and (iii) copyrights and copyright applications and licenses listed on Schedule C attached hereto and made a part hereof ("Copyrights") which are registered in the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, and

WHEREAS, \_\_\_\_\_ ("Grantee"), having a place of business at \_\_\_\_\_, is desirous of acquiring said [Trademarks/Patents/Copyrights];

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement dated \_\_\_\_\_, 2011 between Grantor and Grantee, all of its present and future right, title and interest in and to the [Trademarks/Patents/Copyrights] and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark/Patent/Copyright Assignment to be executed as of the \_\_\_\_ day of \_\_\_\_\_.

[ ]

By: \_\_\_\_\_

Attorney-in-fact

Witness: