

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|-----------------------|
| ONEAC Corporation | | 09/09/2011 | CORPORATION: ILLINOIS |

RECEIVING PARTY DATA

| | |
|--------------------------|----------------------------|
| Name: | Fifth Third Bank, as Agent |
| Street Address: | 222 South Riverside Plaza |
| Internal Address: | 30th Floor |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| Entity Type: | banking corporation: OHIO |

PROPERTY NUMBERS Total: 15

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------------------|
| Registration Number: | 2713659 | ONEGROUND |
| Registration Number: | 2627649 | SINERGY |
| Registration Number: | 2608021 | MANAGEUPS |
| Registration Number: | 2144158 | ONBOOST |
| Registration Number: | 2113865 | MOPUPS |
| Registration Number: | 2108842 | ON SERIES |
| Registration Number: | 1829294 | ONEAC |
| Registration Number: | 1605057 | ONEAC |
| Registration Number: | 1568126 | ONEVIEW |
| Registration Number: | 1569423 | ONEGRAPH |
| Registration Number: | 1552608 | ONLINE |
| Registration Number: | 1513382 | ENVIRONMENTAL REFERENCE GROUND |
| Registration Number: | 1487442 | VIRTUAL KELVIN GROUND |

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| | | |
|----------------------|---------|---------------|
| Registration Number: | 1195061 | ONEAC |
| Registration Number: | 1200271 | CONDITION ONE |

CORRESPONDENCE DATA

Fax Number: (312)609-5005
Phone: (312) 609-7838
Email: podonoghue@vedderprice.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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: | 31417000033-D.SCHOENDORFF |
| NAME OF SUBMITTER: | Patricia O'Donoghue |
| Signature: | /Patricia O'Donoghue/ |
| Date: | 09/14/2011 |

Total Attachments: 6
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**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS**

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS (the “**Confirmatory Assignment**”) is made effective as of September 9, 2011, by and from ONEAC CORPORATION, an Illinois corporation (the, “**Assignor**”), whose principal address is 27944 N. Bradley Road, Libertyville, Illinois 60048-9700, to and in favor of FIFTH THIRD BANK, whose principal address is 222 S. Riverside Plaza, 30th Floor, Chicago, Illinois 60606, as agent (“**Assignee**”) for the lenders (the “**Lenders**”) from time to time parties to that certain Loan Agreement dated as of April 30, 2010 by and among Powervar, Inc., an Illinois corporation (“**Powervar**”), Assignor, Assignee and the Lenders, as amended, amended and restated, supplemented or otherwise modified from time to time.

WHEREAS, Powervar, Assignor and Assignee have entered into a Joinder and Amendment No. 1 to Security Agreement dated as of even date herewith, which amends that certain Security Agreement dated as April 30, 2010 (as may be further amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) pursuant to which each of Assignor, Oneac Holding Corp. and Powervar has granted Assignee, for the benefit of the Lenders, a security interest in substantially all of its personal property and assets;

WHEREAS, Assignor is the owner of the patents (the “**Patents**”), the trademarks and the goodwill of the business in connection therewith (the “**Trademarks**”), and the copyrights (the “**Copyrights**”), all listed on Exhibit A attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered or pending with the United States Copyright Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
 - (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations of Assignor, pursuant to the Security Agreement. Upon the payment in full of all Obligations (other than contingent indemnification obligations) and all commitments of the Lenders to lend under the Loan Agreement have terminated or expired and all Swap Agreements have terminated and all Letters of Credit have terminated or cash collateralized pursuant to Section

6.5 of the Loan Agreement, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Assignment.

- (b) The Assignor hereby assigns and grants to Assignee, for the benefit of the Lenders, a security interest in (1) all of Assignor's right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by the Assignor, together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same.
- (c) The rights and remedies of Assignee and the Lenders with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

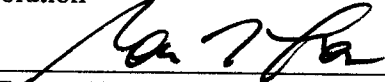
(Signature Pages Follow)

*(Signature Page to Confirmatory Assignment of Security Interest
in U.S. Patents, Trademarks and Copyrights)*

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

ASSIGNOR:

ONEAC CORPORATION, an Illinois corporation

By: 
George Z. Lannert
President and Chief Executive Officer

CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS

Exhibit A - SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS

Oneac Corporation

Trademark:

| <i>MARK</i> | <i>REGISTRATION NO.</i> | <i>REGISTRATION DATE</i> | <i>STATUS</i> |
|-----------------------------------|-----------------------------|------------------------------|---------------|
| ONEGROUND | 2,713,659 | May 6, 2003 | Active |
| SINERGY | 2,627,649 | October 1, 2002 | Active |
| MANAGEUPS | 2,608,021 | August 13, 2002 | Active |
| ONBOOST | 2,144,158 | March 17, 1998 | Active |
| MOPUPS | 2,113,865 | November 18, 1997 | Active |
| ON SERIES | 2,108,842 | October 28, 1997 | Active |
| ONEAC | 1,829,294 | April 5, 1994 | Active |
| ONEAC | 1,605,057 | July 3, 1990 | Active |
| ONEVIEW | 1,568,126 | November 28, 1989 | Active |
| ONEGRAPH | 1,569,423 | December 5, 1989 | Active |
| ONLINE | 1,552,608 | August 22, 1989 | Active |
| ENVIRONMENTAL REFERENCE GROUND | 1,513,382 | November 22, 1988 | Active |
| VIRTUAL KELVIN GROUND | 1,487,442 | May 10, 1988 | Active |
| ONEAC | 1,195,061 | May 11, 1982 | Active |
| CONDITION ONE | 1,200,271 | July 6, 1982 | Active |

Patents:

| <i>PATENT TITLE</i> | <i>PATENT NO.</i> | <i>ISSUE DATE</i> | <i>STATUS</i> |
|--|-------------------|--------------------|---------------|
| Telephone line overvoltage protection method and apparatus | 5,357,568 | October 18, 1994 | Active |
| Telephone line overvoltage protection | 5,410,443 | April 25, 1995 | Active |
| Telephone line overvoltage protection apparatus | 5,359,657 | October 25, 1994 | Active |
| Ground skew protection method and apparatus | 5,671,110 | September 23, 1997 | Active |
| Telephone and Communications Line Overvoltage Protection Apparatus | 5,677,820 | October 14, 1997 | Active |
| Telephone and data overvoltage protection apparatus including a longitudinal transformer | 5,905,623 | May 18, 1999 | Active |
| Frequency selective transient voltage protector | 6,639,779 | October 28, 2003 | Active |

Copyrights:

| <i>TITLE OF WORK</i> | <i>COPYRIGHT REGISTRATION NO.</i> | <i>YEAR</i> |
|---|--|--------------------|
| Computer Reliability Versus Utility A C Power | TX0001266967 | 1983 |
| OG | TX0001266967 | 1989 |
| Power Conditioning for Peak Performance | PAu000953851 | 1987 |
| Power for Productivity | TX0000680060 | 1980 |
| Power Line Peril | PAu000968910 | 1987 |
| US ASM | TXu000464440 | 1991 |