900211362 01/05/2012

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JMC Venture Partners LLC		112/29/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Unipower, LLC
Street Address:	3900 Coral Ridge Drive
City:	Coral Springs
State/Country:	FLORIDA
Postal Code:	33065
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1002177	DELTRON
Registration Number:	1681016	MODUFLEX

CORRESPONDENCE DATA

Fax Number: (212)355-3333 Phone: 2120813-8800

Email: NY-TM-Admin@goodwinprocter.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: GOODWIN PROCTER LLP/Janis Nici

Address Line 1: 620 Eighth Avenue

Address Line 2: Rm. 2928

Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER: Janis Nici	

TRADEMARK REEL: 004692 FRAME: 0795 OP \$65.00 10021

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Signature:	/janis nici/
Date:	01/05/2012
Total Attachments: 4 source=unipower release#page1.tif source=unipower release#page2.tif source=unipower release#page3.tif source=unipower release#page4.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made this <u>29th</u> day of December, 2011 (the "Release <u>Date</u>") by JMC Venture Partners LLC, a Delaware limited liability company (the "<u>Secured Party</u>"), for the benefit of Unipower, LLC, a Delaware limited liability company (the "<u>Debtor</u>").

WHEREAS, the Debtor has entered into that certain Secured Promissory Note Loan, Security and Pledge Agreement, dated as of September 5, 2007 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Agreement"), pursuant to which the Debtor granted to the Secured Party security interests and liens in and to certain assets of the Debtor, including, without limitation, all trademarks, service marks, trade names, trade dress, Internet domain names or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Exhibit A attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress, Internet domain name or other indicia of trade origin (the "Marks");

WHEREAS, Secured Party has filed with the United States Patent and Trademark Office (the "<u>USPTO</u>") notices of security interests in the Marks; and

WHEREAS, the Debtor has paid all outstanding amounts currently owing under the Agreement and the other financing documents executed in connection therewith and has requested that the Secured Party release its security interest in the Marks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

- 1. <u>Release of Security Interest</u>. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Marks granted by the Debtor under the Agreement.
- 2. <u>Recordation of Release</u>. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO.
- 3. <u>Further Actions</u>. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the

Debtor may reasonably require to effect the intent and purpose of this Release, <u>provided that</u> all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.

4. <u>Capitalized Terms</u>. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Agreement.

[Signature pages follow]

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IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

JMC Venture Partners LLC

Name: G. Lawrence Bero
Title: Treasurer

SIGNATURE PAGE TO TRADEMARK SECURITY TERMINATION

EXHIBIT A

The Marks

Registration Registration					
<u>Trademark</u>	Serial No.	Filing Date	No.	<u>Date</u>	Owner
DELTRON	72326818	May 15, 1969	1,002,177	January 21,	UNIPOWER LLC
		-		1975	
MODUFLEX	74088422	August 16,	1,681,016	March 31, 1992	UNIPOWER LLC
		1990			

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RECORDED: 01/05/2012