

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment No. 2 to Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unipower, LLC		05/25/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Danversbank		
Street Address:	One Conant Street		
City:	Danvers		
State/Country:	MASSACHUSETTS		
Postal Code:	01923		
Entity Type:	Chartered Stock Savings Bank: MASSACHUSETTS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	74205044	UNIMOD	
Serial Number:	74618369	UNIFLEX	
Registration Number:	1002177	DELTRON	
Registration Number:	1681016	MODUFLEX	
Registration Number:	3961497	MINIMOD	
Registration Number:	2061258	POWERSPEED	
CORRESPONDENCE DATA			
Fax Number:	(617)367-2315		
Phone:	6179736100		
Email:	jlynch@pbl.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Gary W. Smith		
Address Line 1:	800 Boylston Street		
Address Line 2:	Posternak Blankstein Lund LLP		

OP \$165.00 74205044

Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER: 15963.15

NAME OF SUBMITTER: Jennifer Lynch for Gary W. Smith

Signature: /Jennifer Lynch/

Date: 01/06/2012

**Total Attachments: 4**

source=Amendment No 2 to Trademark Security Agreement -5-25-2011#page1.tif

source=Amendment No 2 to Trademark Security Agreement -5-25-2011#page2.tif

source=Amendment No 2 to Trademark Security Agreement -5-25-2011#page3.tif

source=Amendment No 2 to Trademark Security Agreement -5-25-2011#page4.tif

## AMENDMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT** (the "Agreement") is made and entered into as of May 25, 2011, by and between Unipower, LLC, a Delaware limited liability company (the "Grantor"), and Danversbank, a Massachusetts bank (the "Lender").

### WITNESSETH:

**WHEREAS**, on September 29, 2010 the Grantor and Bank entered into a certain Trademark Security Agreement as amended by that certain Amendment No. 1 to Trademark Security Agreement, dated as of February 14, 2011 (the "Original Agreement"); and

**WHEREAS**, the parties hereto now wish to amend the Original Agreement in the manner set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing premises and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Schedule 1 to the Original Agreement is hereby deleted in its entirety and said schedule shall be replaced by Schedule 1 attached hereto.

2. The above modification shall not amend, modify or alter any other terms, conditions or covenants contained in the Original Agreement, and, except as amended hereby, the Original Agreement is hereby ratified and confirmed in all respects. On and after the date hereof, each reference in the Original Agreement to "this Agreement", "hereunder", "hereof", "herein" or any other expression of like import referring to the Original Agreement shall mean and be a reference to the Original Agreement as amended by this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Amendment shall be construed under and governed by the laws of the Commonwealth of Massachusetts (excluding the choice of law rules thereof). This Amendment may be executed in any number of counterparts, all of which together shall constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**UNIPOWER, LLC**

By:  \_\_\_\_\_  
Thomas A. Kell  
Chief Executive Officer

**DANVERSBANK**

By: \_\_\_\_\_  
Arthur M. Santos  
Senior Vice President

[Signature page to Amendment No. 2 to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.


**UNIPOWER, LLC**

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

Thomas A. Kell  
Chief Executive Officer

**DANVERSBANK**

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

  
Arthur M. Santos  
Senior Vice President

[Signature page to Amendment No. 2 to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004695 FRAME: 0028**

**SCHEDULE 1**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademarks, Trademark Applications and Trademark Licenses**

<b>Trademark Registration Number</b>	<b>Trademark Application Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>	<b>License</b>
1,704,698	74-205,044	9-19-91	8-4-92	None
1,939,965	74-618,369	1-5-95	12-5-95	None
1,002,177		5-15-69	1-21-75	None
1,681,016		8-16-90	3-31-92	None
3,961,497		9-15-2010	5-17-2011	None
9,947,930		9-15-2010	4-19-2011	None

**Service Marks, Service Mark Applications and Service Mark Licenses**

<b>Service Mark Registration Number</b>	<b>Service Mark Application Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>	<b>License</b>
2,061,258 <sup>1</sup>	75-112,129	5-31-96	5-13-97	None

---

<sup>1</sup> This trademark was inadvertently abandoned in February 2008 for failure to renew; Grantor needs to seek reinstatement.