

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment No. 1 to Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unipower, LLC		02/14/2011	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: 5			
Property Type	Number	Word Mark	
Serial Number:	74205044	UNIMOD	
Serial Number:	74618369	UNIFLEX	
Registration Number:	1002177	DELTRON	
Registration Number:	1681016	MODUFLEX	
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		
Address Line 4:	Boston, MASSACHUSETTS 02199		

OP \$140.00 74205044

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 1 to Unipower Trademark Security Agreement - 2-14-2011#page1.tif source=Amendment No 1 to Unipower Trademark Security Agreement - 2-14-2011#page2.tif source=Amendment No 1 to Unipower Trademark Security Agreement - 2-14-2011#page3.tif source=Amendment No 1 to Unipower Trademark Security Agreement - 2-14-2011#page4.tif	

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT** (the "Agreement") is made and entered into as of February 14, 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 (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

[Amendment No. 1 to Trademark Security Agreement]

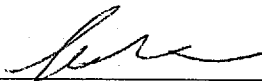
TRADEMARK
REEL: 004695 FRAME: 0357

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

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark Registration Number	Trademark Application Number	Date of Application	Date of Registration	License
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

Service Marks, Service Mark Applications and Service Mark Licenses

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

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