

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Unipower, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company

Citizenship (see guidelines) DelawareAdditional names of conveying parties attached? Yes No**3. Nature of conveyance /Execution Date(s) :**Execution Date(s) December 29, 2011

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)Additional names, addresses, or citizenship attached? Yes
 NoName: MB Capital Fund III, LLC

Internal

Address: _____

Street Address: 500 Edgewater Drive, Suite 555City: WakefieldState: MassachusettsCountry: USA Zip: 01880

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Limited liability c Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,704,698, 1,939,965, 1,02,177, 1,681,016, 3,961,497, 3,947,930,
2,061,258Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:Name: Renee KellyInternal Address: CT Lien SolutionsStreet Address: 4400 Easton Commons Way
suite 125City: ColumbusState: Ohio Zip: 43129Phone Number: 614-280-3569Fax Number: 800-914-4240Email Address: renee.kelly@wolterskluwer.com**6. Total number of applications and registrations involved:**

7

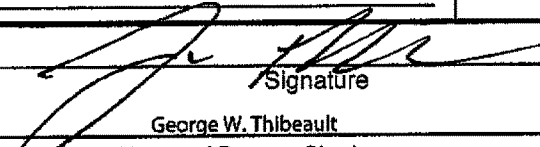
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

George W. Thibeault

Name of Person Signing

January 3, 2012

Date

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1480

TRADEMARK

REEL: 004697 FRAME: 0847

ADDENDUM TO RECORDATION FORM -TRADEMARKS

Conveying Party: Unipower, LLC

Additional Receiving Party:

First New England Capital III, L.P.
100 Pearl Street
Hartford, CT 06103

Limited Partnership - Citizenship: Delaware

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 29, 2011, by Unipower, LLC, a Delaware limited liability company the "Grantor"), in favor of MB Capital Fund III, LLC and First New England Capital III, L.P., each in their capacity as Purchasers under the Note Purchase Agreement referred to below, acting collectively (in such capacities, the "Purchasers").

RECITALS

A. The Grantor has entered into that certain Note Purchase Agreement dated as of the date hereof (as such may amended, restated, supplemented and/or otherwise modified from time to time, the "Purchase Agreement") with the Purchasers, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, the Grantor.

B. The Grantor has entered into a Security Agreement dated as of the date hereof (as such may be amended, restated, supplemented and/or otherwise modified from time to time, the "Security Agreement") with the Purchasers pursuant to which certain obligations owed to the Purchasers are secured.

C. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Purchasers and its successors and assigns, for its and their benefit, this Agreement.

D. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Purchasers and its successors and assigns, for its and their benefit, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, service marks, service mark applications and service mark license, and all products, proceeds and goodwill thereof, to secure the payment of all amounts owing by the Grantor under the Note Purchase Agreement and Security Agreement.

In consideration of the mutual agreements set forth herein and in the Note Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

As security for the Obligations of the Grantor to the Purchasers and pursuant to the Security Agreement, the Grantor does hereby grant to the Purchasers and its successor and assigns, for its and their benefit, a continuing security interest in all right, title and interest of the Grantor in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark, service mark, trademark application and service mark application, including, without limitation, each trademark, service mark, trademark application and service mark application referred to in Schedule 1 annexed hereto, together with any and all goodwill associated therewith;

(2) each trademark license and service mark license, including, without limitation, each trademark license and service mark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

(3) all products, proceeds and goodwill of, or associated with, the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark or service mark, including, without limitation, any trademark or service mark referred to in Schedule 1 annexed hereto, any trademark or service mark issued pursuant to a trademark application or a service mark application referred to in Schedule 1 and any trademark or service mark licensed under any trademark license or service mark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

The security interest granted by this Agreement is in furtherance of (and not in limitation of), and in conjunction with, the security interests granted to the Purchasers pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Purchasers with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note Purchase Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement and the Note Purchase Agreement. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of page intentionally left blank.]

[Signature pages to follow.]

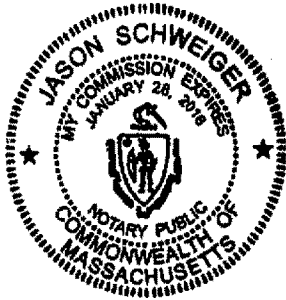
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

UNIPOWER, LLC

By: 
Name: Thomas A. Kell
Title: Chief Executive Officer

STATE OF Massachusetts)
COUNTY OF Suffolk) SS

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 22 day of December 2011, personally appeared Thomas Keil, who proved to me through satisfactory evidence of identification, being his driver's license (or other state or federal governmental document bearing a photographic image) to be the person whose name is signed on the attached document, and being by me duly sworn, deposes and says that he is the CEO of Unipower, LLC, and that said instrument was signed and sealed on behalf of said limited liability company by authority of its Managers, and said person acknowledged said instrument to be the free act and deed of said limited liability company for its stated purpose.



[Signature]
Notary Public
My Commission Expires: 1/28/2016

ACKNOWLEDGED:

MB CAPITAL FUND III, LLC

By: Massachusetts Business Development Corporation, its Manager

By: 
Thomas F. Lee, Director of Private Equities

FIRST NEW ENGLAND CAPITAL III, L.P.

By: FNEC III Managers, LLC, its General Partner

By: _____
Richard C. Klaffky, Managing Principal

**SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK
REEL: 004697 FRAME: 0853**

ACKNOWLEDGED:

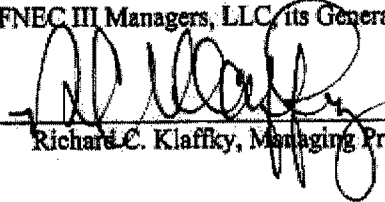
MB CAPITAL FUND III, LLC

By: Massachusetts Business Development Corporation, its Manager

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Thomas F. Lee, Director of Private Equities

FIRST NEW ENGLAND CAPITAL III, L.P.

By: FNEC III Managers, LLC, its General Partner

By:  _____
Richard C. Klaffky, Managing Principal

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	09-19-1991	08-04-1992	None
1,939,965	74-618,369	01-05-19-95	12-05-1995	None
1,002,177		05-15-1969	01-21-1975	None
1,681,016		08-16-1990	03-31-1992	None
3,961,497		09-15-2010	05-17-2011	None
3,947,930		09-15-2010	04-19-2011	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 mark was inadvertently abandoned in February 2008 for failure to renew; Grantor needs to seek reinstatement