

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
Keltic Financial Partners, LP		02/10/2012	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Unipower, LLC, as successor in interest to Technipower, LLC, f/k/a Deltron 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:	212-813-8800		
Email:	NY-TM-Admin@goodwinprocter.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:	GOODWIN PROCTER LLP/Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 2:	rm. 2928		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	125616202134		
NAME OF SUBMITTER:	Janis Nici		

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Signature:	/janis nici/
Date:	02/13/2012
Total Attachments: 5 source=Unipower Keltic TM release#page1.tif source=Unipower Keltic TM release#page2.tif source=Unipower Keltic TM release#page3.tif source=Unipower Keltic TM release#page4.tif source=Unipower Keltic TM release#page5.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made this 10th day of February, 2012 (the "Release Date") by Keltic Financial Partners, LP, a Delaware limited partnership (the "Secured Party"), for the benefit of Unipower, LLC, a Delaware limited liability company (the "Debtor"), as successor in interest to Technipower, LLC, f/k/a Deltron LLC, a Delaware limited liability company (the "Original Grantor").

WHEREAS, the Original Grantor entered into that certain Revolving Credit Agreement, dated as of December 10, 2008 with the Secured Party (as amended by a First Amendment dated as of April 22, 2010, as further amended by the terms of a Forbearance Agreement dated as of October 20, 2010, as such Forbearance Agreement was extended by a Forbearance Agreement Extension Agreement dated as of December 28, 2010, and as, at any time prior to the date hereof amended, supplemented or otherwise modified, the "Credit Agreement"), as assigned to Keltic Financial Partners II, LP, a Delaware limited partnership (the "Assignee") by the Secured Party pursuant to that certain Contribution Agreement dated as of May 1, 2009 (the "Assignment");

WHEREAS, the Original Grantor had entered into that certain Trademark Assignment and Security Agreement, dated as of December 10, 2008 with the Secured Party (as later assigned to the Assignee by the Secured Party pursuant to the Assignment and at any time prior to the date hereof amended, supplemented or otherwise modified, the "Trademark Security 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, (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, design and general intangibles of a like nature, then existing anywhere in the world or thereafter adopted or acquired throughout the world, whether in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications to the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including each registered trademark and trademark application referred to in Exhibit A attached hereto, (b) all reissues divisions continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a) of this paragraph, (c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b) of this paragraph, (d) all trademark licenses, including each trademark license referred to in Exhibit B attached hereto, and (e) all proceeds of, and rights associated with, all of the foregoing (including license royalties and proceeds of infringement suits), all claims and rights of the Original Grantor to sue third parties for past, present or future infringement or dilution of any trademark or trademark application, including any trademark or trademark application referred to in Exhibit A attached hereto, or for any injury to the goodwill associated with the use of any such trademark, and for breach or enforcement of any trademark license, including any trademark license referred to in Exhibit B attached hereto, and all rights corresponding thereto throughout the world (the "Marks");

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

WHEREAS, the Original Grantor has paid all outstanding amounts currently owing under the Credit Agreement and the other financing documents executed in connection therewith pursuant to that certain Letter Agreement, dated as of February 14, 2011, by and among the Assignee and the Original Grantor (the "Payoff Letter"); and

WHEREAS, the Debtor has requested that the Secured Party release its security interest in the Marks and the Patent.

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. Release of Security Interest. 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 Original Grantor under the Trademark Security Agreement.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO.

3. Further Actions. 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, provided that 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. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement and/or the Trademark Security Agreement, as applicable.

[Signature pages follow]

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.

Keltic Financial Partners, LP


By: 
Name: Oreh Szczupak
Title: Executive Vice President

EXHIBIT A

The Marks

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

EXHIBIT B

Trademark Licenses

None.