

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Intellectual Property Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Credit Partners L.P., as Administrative Agent		02/08/2012	LIMITED PARTNERSHIP: NEW YORK

RECEIVING PARTY DATA

Name:	Generac Power Systems Inc.
Street Address:	Hwy. 59 & Hillside Road
Internal Address:	P.O. Box 8
City:	Waukesha
State/Country:	WISCONSIN
Postal Code:	53187
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Serial Number:	77017054	CONTROL YOUR POWER. CONTROL YOUR LIFE.
Registration Number:	2640658	GEMINI
Serial Number:	77015448	GUARDIAN ELITE BY GENERAC POWER SYSTEMS, INC.
Registration Number:	2188490	IMPACT
Registration Number:	2661922	OHVI GENERAC INDUSTRIAL SERIES
Serial Number:	77025989	POWERMASTER
Serial Number:	77026040	QUIET TEST
Serial Number:	77016886	WHISPER-TEST
Serial Number:	77028230	XTORQ
Registration Number:	3380066	CENTURION
Registration Number:	1706283	GENERAC
Registration Number:	2160191	GENERAC
Registration Number:	3654509	GENERAC

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Registration Number:	3654727	GENERAC GUARDIAN SERIES
Registration Number:	3654729	GENERAC QUIETSOURCE SERIES
Registration Number:	2382826	GENLINK
Registration Number:	2403403	GUARDIAN
Registration Number:	2123079	OHVI
Registration Number:	2676313	POWER MANAGER BY GENERAC POWER SYSTEMS
Registration Number:	2676764	POWERMANAGER
Registration Number:	2474199	PRIMEPACT
Registration Number:	2326725	QUIETPACT
Registration Number:	3169143	QUIETSOURCE
Registration Number:	3375034	REAL HOMES DON'T BLACK OUT.
Registration Number:	2202567	SPECWRITER
Registration Number:	3012603	ULTRA SOURCE
Registration Number:	2269500	RAMPOWER
Registration Number:	3271189	WATCHDOG
Serial Number:	77875143	GEMINI

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1663
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/mml/
Date:	03/07/2012

Total Attachments: 7
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS (this "Termination and Release") dated as of February 8, 2012, from Goldman Sachs Credit Partners L.P., as Administrative Agent (the "Agent"), a New York limited partnership, for the Secured Parties, to Generac Power Systems Inc., a Wisconsin corporation, as successor by merger to GPS CCMP Merger Corp., a Wisconsin corporation, and Generac Acquisition Corp., a Delaware corporation (collectively, the "Grantors").

WITNESSETH:

WHEREAS, pursuant to the First Lien Guarantee and Collateral Agreement, dated as of November 10, 2006, made by the Grantors in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Intellectual Property Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Intellectual Property Security Agreement dated as of November 10, 2006, Grant of Security Interest in Trademark Rights dated as of April 15, 2010 and Grant of Security Interest in Patent Rights dated as of April 15, 2010, among the Agent and the Grantors (collectively, the "Security Agreement"), the Grantors, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Intellectual Property Collateral;

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on April 19, 2010, at Reel 4188 and Frame 0248, and Reel 024244 and Frame 0751; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Intellectual Property Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Intellectual Property Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. **Definitions.** The term "Intellectual Property Collateral," as used herein, shall have the meaning as defined in the Security Agreement and includes, without limitation, all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks, Patents, Copyrights and Trade Secrets (each as defined in the Security Agreement), including, without limitation, those items listed on Schedule A hereto.
2. **Release of Security Interest.** The Agent hereby terminates, releases and discharges its Security Interest in the Intellectual Property Collateral whether granted pursuant to

the Security Agreement or any other agreement or document delivered in connection with the Collateral Agreement, and the Agent hereby reassigns any right, title or interest of the Agent in such Intellectual Property Collateral to the applicable Grantors and any such right, title or interest shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to cooperate with the Grantors and to provide the Grantors with any other information and additional authorization (including, without limitation, duly executing, acknowledging, procuring and delivering any further documents) and to do such other acts as may be reasonably necessary or desirable to effect the release of the Security Interest contemplated hereby.

4. Governing Law. This Termination and Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the state of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

GOLDMAN SACHS CREDIT PARTNERS L.P.

By: _____

Name: _____

Title: _____

A handwritten signature in black ink, appearing to read "Gabriel Jacobson", written over a horizontal line.

Gabriel Jacobson
Authorized Signatory

Schedule A

US Trademark Registrations and Applications

Mark	Application Serial No.	Registration No.	Registration Date
CONTROL YOUR POWER	77017054		Filed 10/9/06
GEMINI	76184342	2640658	10/22/2002
GUARDIAN ELITE	77015448		Filed 10/6/06
IMPACT	75237109	2188490	9/8/1998
OHVI GENERAC INDUSTRIAL SERIES	76236272	2661922	12/17/2002
POWER MASTER	77025989		Filed 10/20/06
QUIET TEST	77026040		Filed 10/20/06
WHISPER-TEST	77016886		Filed 10/9/06
X-TORQ	77028230		Filed 10/24/06
CENTURION	77012308	3,380066	02/12/08
GENERAC	74213770	1706283	8/11/1992
GENERAC	75234791	2160191	5/26/1998
GENERAC	77645501	3654509	1/08/2009
GENERAC GUARDIAN SERIES	77661106	3654727	2/02/2009
GENERAC QUIETSOURCE SERIES	77661328	3654729	2/02/2009
GENLINK	75718232	2382826	9/5/2000
GUARDIAN	75639051	2403403	11/14/2000
OHVI	75136916	2123079	12/23/1997
OHVI GENERAC INDUSTRIAL SERIES	76236272	2661922	12/17/2002
POWER MANAGER BY GENERAC POWER SYSTEMS	76146845	2676313	1/21/2003

POWERMANAGER	76284287	2676764	1/21/2003
PRIMEPACT	75694070	2474199	7/31/2001
QUIETPACT	75706683	2326725	3/7/2000
QUIETSOURCE	76576961	3169143	11/7/2006
REAL HOMES DON'T BLACK OUT	77074455	3,375,034	01/29/08
SPECWRITER	75257005	2202567	11/10/1998
ULTRA SOURCE	76576962	3012603	11/8/2005
RAMPOWER	75268554	2269500	08/10/1999
WATCHDOG	77014536	3271189	07/31/07
GEMINI	77875143	Pending	Filed 11/18/2009

U.S. PATENT AND PATENT APPLICATIONS

Patent#	Description	Issued Date
5537025	BATTERY CHARGER/PRE-EXCITER FOR ENGINE-DRIVEN GENERATOR	7/16/1998
6045448	POWER-TRANSMITTING DRIVE ASSEMBLY WITH IMPROVED RESILIENT DEVICES	4/4/2000
6659894	VARIABLE PITCH SHEAVE ASSEMBLY FOR FAN DRIVE SYSTEM	12/9/2003
6668530	GRASS-CUTTING TRACTOR WITH IMPROVED OPERATING FEATURES	12/30/2003
7000268	METHOD AND APPARATUS FOR REDUCING FAN NOISE IN AN ELECTRICAL GENERATOR	2/21/2006
5317999	INTERNAL COMBUSTION ENGINE FOR PORTABLE POWER GENERATING EQUIPMENT	6/7/1994
5497735	INTERNAL COMBUSTION ENGINE FOR PORTABLE POWER GENERATING EQUIPMENT	3/12/1996
5797540	METHOD OF MAKING A POWER-TRANSMITTING COUPLING	8/25/1998
5816102	ENGINE-GENERATOR SET WITH INTEGRAL GEAR REDUCTION	10/6/1998

Patent#	Description	Issued Date
5861604	ARC WELDER AND METHOD PROVIDING USE-ENHANCING FEATURES	1/19/1999
5899176	APPARATUS FOR REDUCING ENGINE FAN NOISE	5/4/1999
5914467	AUTOMATIC TRANSFER SWITCH WITH IMPROVED POSITIONING MECHANISM	6/22/1999
5914551	ELECTRICAL ALTERNATOR	6/22/1999
5943986	ENGINE HEAT EXCHANGE APPARATUS WITH SLIDE-MOUNTED FAN CARRIER ASSEMBLY	8/31/1999
6068017	DUAL-FUEL VALVE	5/30/2000
6181028	TRANSFER MECHANISM FOR TRANSFERRING POWER BETWEEN A UTILITY SOURCE AND A STAND-BY GENERATOR	1/30/2001
6365982	APPARATUS AND METHOD FOR POSITIONING AN ENGINE THROTTLE	4/2/2002
6412478	BREATHER FOR INTERNAL COMBUSTION ENGINE	7/2/2002
6443130	FUEL DEMAND REGULATOR	9/3/2002
D471207	ENGINE COVER	3/4/2003
6552454	GENERATOR STRUCTURE INCORPORATING MULTIPLE ELECTRICAL GENERATOR SETS	4/22/2003
D479244	ENGINE COVER	9/2/2003
D479532	ENGINE COVER	9/9/2003
D479721	ENGINE COVER	9/16/2003
6630756	AIR FLOW ARRANGEMENT FOR GENERATOR ENCLOSURE	10/7/2003
6653821	SYSTEM CONTROLLER AND METHOD FOR MONITORING AND CONTROLLING A PLURALITY OF GENERATOR SETS	11/25/2003
6657416	CONTROL SYSTEM FOR STAND-BY ELECTRICAL GENERATOR	12/2/2003
6686547	RELAY FOR A TRANSFER MECHANISM WHICH TRANSFERS POWER BETWEEN A UTILITY SOURCE A STAND-BY GENERATOR	2/3/2004
6706084	DEVICE FOR DEFLECTING DEBRIS FROM LAWNMOWER AIR INTAKE	3/16/2004
6726734	DEVICE FOR DEFLECTING DEBRIS FROM LAWNMOWER AIR INTAKE	4/27/2004
6742771	FUEL MIXER FOR INTERNAL COMBUSTION ENGINE	6/1/2004

Patent#	Description	Issued Date
6784574	AIR FLOW ARRANGEMENT FOR A STAND-BY ELECTRIC GENERATOR	8/31/2004
6824067	METHOD OF COOLING ENGINE COOLANT FLOWING THROUGH A RADIATOR	11/30/2004
6863034	METHOD OF CONTROLLING A BI-FUEL GENERATOR SET	3/8/2005
7000575	METHOD AND APPARATUS FOR REDUCING FAN NOISE IN AN ELECTRICAL GENERATOR	2/21/2006
7111592	APPARATUS AND METHOD FOR COOLING ENGINE COOLANT FLOWING THROUGH A RADIATOR	9/29/2006
7208850	POWER STRIP TRANSFER MECHANISM	4/24/2007
7230345	METHOD OF EXERCISING A STAND-BY ELECTRICAL GENERATOR	6/12/2007
7311139	HEAT EXCHANGER	12/25/2007
7341044	METHOD AND CONTROL DEVICE FOR REGULATING THE AIR-FUEL MIXTURE PROVIDED TO AN ENGINE	3/11/2008
7402766	PANEL TRANSFER SWITCH	7/22/2008
7591257	FUEL SELECTION DEVICE	9/22/2009