

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Generac Power Systems, Inc.		02/09/2012	CORPORATION: WISCONSIN
Magnum Power Products, LLC		02/09/2012	LIMITED LIABILITY COMPANY: WISCONSIN

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	1111 Fannin Street, Floor 10
City:	Houston
State/Country:	TEXAS
Postal Code:	77002-6925
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3380066	CENTURION
Registration Number:	3817315	GEMINI
Registration Number:	1706283	GENERAC
Registration Number:	3654509	GENERAC
Registration Number:	2160191	GENERAC
Registration Number:	3654727	GENERAC GUARDIAN SERIES
Registration Number:	3654729	GENERAC QUIETSOURCE SERIES
Registration Number:	2403403	GUARDIAN
Registration Number:	2123079	OHVI
Registration Number:	2661922	OHVI GENERAC INDUSTRIAL SERIES
Registration Number:	2676764	POWERMANAGER
Registration Number:	2676313	POWER MANAGER BY GENERAC POWER SYSTEMS
Registration Number:	2474199	PRIMEPACT

CH \$715.00 3380066

Registration Number:	3169143	QUIETSOURCE
Registration Number:	3375034	REAL HOMES DON'T BLACK OUT.
Registration Number:	2202567	SPECWRITER
Registration Number:	3012603	ULTRA SOURCE
Registration Number:	3271189	WATCHDOG
Serial Number:	85299659	POWER ZONE
Registration Number:	3433201	MAGNUM
Registration Number:	3464331	MAGNUM
Registration Number:	2498342	POWER ZONE MAGNUM POWER SYSTEMS
Serial Number:	85400978	SILENT GENERATOR
Serial Number:	85102031	QUIKTRAN
Registration Number:	3031536	GEN/TRAN
Registration Number:	2756520	POWERSTAY
Registration Number:	3031647	GEN/TRAN
Registration Number:	2893843	

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:	03/15/2012

Total Attachments: 10
source=GenMagIP#page1.tif
source=GenMagIP#page2.tif
source=GenMagIP#page3.tif
source=GenMagIP#page4.tif
source=GenMagIP#page5.tif
source=GenMagIP#page6.tif
source=GenMagIP#page7.tif

source=GenMagIP#page8.tif
source=GenMagIP#page9.tif
source=GenMagIP#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 9, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity and together with its successors and assigns, the “Administrative Agent”), for the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, GENERAC POWER SYSTEMS, INC., a Wisconsin corporation (the “Borrower”), has entered into a Credit Agreement dated as of February 9, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, GENERAC ACQUISITION CORP., a Delaware corporation (“Holdings”), the LENDERS party thereto from time to time, the Administrative Agent, the other agents named therein and J.P. MORGAN SECURITIES LLC, GOLDMAN SACHS CREDIT PARTNERS L.P. and MERRILL LYNCH, PIERCE, FENNER & SMITH LLP, as joint lead arrangers and as joint bookrunners;

WHEREAS, it is a condition precedent to the obligations of the Lenders and to make their respective extensions of credit to the Borrower, and the Issuing Banks to issue their respective Letters of Credit under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of February [9], 2012, to the Administrative Agent (as amended, supplemented, restated or otherwise modified from time to time, the “Collateral Agreement”) for the ratable benefit of the Secured Parties (capitalized terms used and not defined herein have the meanings given such terms in the Collateral Agreement);

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor’s right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

- (a) all Trademarks (other than any Excluded Assets), including, without limitation, each registration and application identified in Schedule 1 attached hereto;
- (b) all Patents (other than any Excluded Assets), including, without limitation, each issued Patent and Patent application identified in Schedule 1 attached hereto;
- (c) all Copyrights (other than any Excluded Assets), including, without limitation, each Copyright registration and application identified in Schedule 1 attached hereto;
- (d) all Trade Secrets (other than any Excluded Assets) and any of (a), (b) or (c) to which any Grantor is an exclusive licensee of any United States Trademark, Patent or Copyright, as identified in Schedule 1 attached;
- (e) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission, including “.pdf” or “.tif”), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

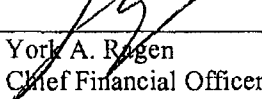
SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to conflict of laws principles thereof that would require application of laws of another state.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Credit Agreement. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

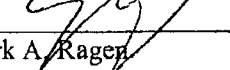
GENERAC POWER SYSTEMS, INC.

By: 
Name: York A. Regen
Title: Chief Financial Officer

[Signature Page to the IP Security Agreement]

IN WITNESS WHEREOF, each of undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

MAGNUM POWER PRODUCTS, LLC

By: 
Name: York A. Rager
Title: Secretary and Treasurer

[Signature Page to the IP Security Agreement]

COPYRIGHTS

None.

PATENTS

U.S. Patents**GENERAC POWER SYSTEMS, INC.**

Patent#	Description	Issued Date
5899176	APPARATUS FOR REDUCING ENGINE FAN NOISE	5/4/1999
5914467	AUTOMATIC TRANSFER SWITCH WITH IMPROVED POSITIONING MECHANISM	6/22/1999
5943986	ENGINE HEAT EXCHANGE APPARATUS WITH SLIDE-MOUNTED FAN CARRIER ASSEMBLY	8/31/1999
6045448	POWER-TRANSMITTING DRIVE ASSEMBLY WITH IMPROVED RESILIENT DEVICES	4/4/2000
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

[Signature Page to IP Security Agreement]

Patent#	Description	Issued Date
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
6659894	VARIABLE PITCH SHEAVE ASSEMBLY FOR FAN DRIVE SYSTEM	12/9/2003
6668530	GRASS-CUTTING TRACTOR WITH IMPROVED OPERATING FEATURES	12/30/2003
6686547	RELAY FOR A TRANSFER MECHANISM WHICH TRANSFERS POWER BETWEEN A UTILITY SOURCE A STAND-BY	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
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
7000575	METHOD AND APPARATUS FOR REDUCING FAN NOISE IN AN ELECTRICAL GENERATOR	2/21/2006
12/501798	METHOD OF CONTROLLING A VARIABLE SPEED CONSTANT FREQUENCY GENERATOR	1/13/2011
D462669	TRANSFER SWITCH FACE PANEL	9/10/2002
7235741	PARALLEL CONNECTION KIT FOR POWER GENERATORS	6/26/2007
D563324	HOUSING FOR A TRANSFER SWITCH	3/4/2008
7843361	TRAFFIC SIGNAL TRANSFER SWITCH WITH HOUSING CONSTRUCTIONS	11/30/2010
7250875	TRAFFIC SIGNAL TRANSFER SWITCH	7/31/2007
6172432	AUTOMATIC TRANSFER SWITCH	1/09/2001

Patent#	Description	Issued Date
D562266	LOCKOUT DEVICE FOR A TRANSFER SWITCH	2/19/2008
6861596	SWITCH INTERLOCK APPARATUS	3/1/2005
D566062	TRAFFIC SIGNAL TRANSFER SWITCH	4/08/2008
D546761	HOUSING FOR A PARALLEL CONNECTION KIT FOR POWER GENERATOR	7/17/2007
7737864	TRAFFIC SIGNAL TRANSFER SWITCH WITH INTERLOCK CONSTRUCTIONS	6/15/2010
D533770	BRACKET FOR CONNECTION KIT FOR POWER GENERATORS	12/19/2006
5497735	INTERNAL COMBUSTION ENGINE FOR PORTABLE POWER GENERATING EQUIPMENT	3/12/1996
5317999	INTERNAL COMBUSTION ENGINE FOR PORTABLE POWER GENERATING EQUIPMENT	6/07/1994
5797540	METHOD OF MAKING A POWER-TRANSMITTING COUPLING	8/25/1998
5816102	ENGINE-GENERATOR SET WITH INTEGRAL GEAR REDUCTION	10/6/1998
5914551	AUTOMATIC TRANSFER SWITCH WITH IMPROVED POSITIONING MECHANISM	6/22/1999
7208850	POWER STRIP TRANSFER MECHANISM	4/24/2007
7230345	METHOD FOR EXERCISING A STAND BY ELECTRICAL GENERATOR	6/12/2007
7311139	HEAT EXCHANGE	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
D638795	ENGINE COVER	5/31/2011
D653244	TRANSFER SWITCH ENCLOSURE	1/31/2012

U.S. Patents

MAGNUM POWER PRODUCTS, LLC

Patent#	Description	Issued Date
D573092	PORTABLE GENERATOR	7/15/2008
7642665	PORTABLE GENERATOR HOUSING	5/01/2010

U.S. Pending Patents

GENERAC POWER SYSTEMS, INC.

Application #	Description	Filed Date
12/501,798	METHOD OF CONTROLLING A VARIABLE SPEED CONSTANT FREQUENCY	7/13/2009
12/725,964	LOAD CONTROL MODULE FOR A GENERATOR AND METHOD OF OPERATION	3/17/2010
12/784,614	TRANSFER SWITCH ENCLOSURE	5/21/2010

U.S. Pending Patents

MAGNUM POWER PRODUCTS, LLC

Application #	Description	Filed Date
11/840,764	PORTABLE GENERATOR HOUSING	8/17/2007
12/608,805	LOW-PROFILE COLLAPSIBLE LIGHTING SYSTEM	10/29/2009
12,892,701	PORTABLE INTEGRATED POWER SUPPLY AND HVAC UNIT	9/28/2010

U.S. Patents Licensed w/ Generac Portable Products Transaction

GENERAC POWER SYSTEMS, INC.

Patent#	Description	Issued Date
---------	-------------	-------------

5376877	ENGINE-DRIVEN GENERATOR	12/27/1994
5489811	PERMANENT MAGNET ALTERNATOR	2/6/1996
5831366	PERMANENT MAGNET ALTERNATOR	11/3/1998
5504417	ENGINE-DRIVEN GENERATOR	4/2/1996

TRADEMARKS

US Trademark Registrations and Applications

Mark	Application Serial No.	Registration No.	Registration Date
CENTURION	77012308	3380066	02/12/2008
GEMINI	77875143	3817315	07/13/2010
GENERAC		1706283	8/11/1992
GENERAC	77645501	3654509	7/14/2009
GENERAC	75234791	2160191	5/26/1998
GENERAC GUARDIAN SERIES	77661106	3654727	07/14/2009
GENERAC QUIETSOURCE SERIES	77661328	3654729	07/14/2009
GUARDIAN	75639051	2403403	11/14/2000
OHVI	75136916	2123079	12/23/1997
OHVI GENERAC INDUSTRIAL SERIES	76236272	2661922	12/17/2002
POWERMANAGER	76284287	2676764	1/21/2003
POWER MANAGER BY GENERAC POWER SYSTEMS	76146845	2676313	1/21/2003
PRIMEPACT	75694070	2474199	7/31/2001
QUIETSOURCE	76576961	3169143	11/07/2006

REAL HOMES DON'T BLACK OUT	77074455	3375034	01/29/2008
SPECWRITER	75257005	2202567	11/10/1998
ULTRA SOURCE	76576962	3012603	11/8/2005
WATCHDOG	77014536	3271189	07/31/2007
POWER ZONE	85299659	PUBLISHED	10/25/2011
MAGNUM	78881740	3433201	05/20/2008
MAGNUM	78881741	3464331	07/08/2008
POWER ZONE MAGNUM POWER SYSTEMS	76159953	2498342	10/16/2001
SILENT GENERATOR	85400978	PENDING	8/18/2011
QUICKTRAN	85/102,031		8/06/2010
GEN/TRAN	78402699	3031536	12/20/2005
POWERSTAY	75780615	2756520	8/26/2003
GEN/TRAN AND DESIGN	78436025	3031647	12/20/2005
GEN-TRAN MAN/ROBOT DESIGN	78142318	2893843	10/12/2004

EXCLUSIVE LICENSES OF U.S. COPYRIGHTS, PATENTS OR TRADEMARKS

- Trademark License Agreement, dated September 1, 2010, between Generac Power Systems, Inc. and Honeywell International Inc.