

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
Bank of America, N.A., as administrative agent	FORMERLY (successor by merger to) LaSalle Bank National Association	04/02/2012	National Association: United States: UNITED STATES
RECEIVING PARTY DATA			
Name:	Certified Power, Inc		
Street Address:	970 Campus Drive		
City:	Mundelein		
State/Country:	ILLINOIS		
Postal Code:	60060		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1345599	TRIAxIAL	
Registration Number:	1397395	TOLEDO CLUTCH BRAKE	
Registration Number:	1435432	TRIAx CLUTCH	
Registration Number:	1651327	NORTH AMERICAN ENGINEERING AND MANUFACTURING	
Registration Number:	1647040	NORTH AMERICAN ENGINEERING AND MANUFACTURING	
Registration Number:	1650078	NORTH AMERICAN ENGINEERING AND MANUFACTURING	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.		

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Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	052735-0213
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	04/03/2012

Total Attachments: 5
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TERMINATION OF TRADEMARK SECURITY INTEREST

This TERMINATION OF TRADEMARK SECURITY INTEREST (this "Termination") is executed as of April 2, 2012 by Bank of America, N.A., successor by merger to LaSalle Bank National Association, as administrative agent (the "Administrative Agent") pursuant to that certain Second Amended and Restated Credit Agreement, dated as of June 15, 2010 (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"; capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms therein), by and among Certified Power, Inc., Fluid System Components, Inc. and Pump Drives, Inc., as borrowers (the "Borrowers"), the guarantors referred to therein (the "Guarantors"; together with the Borrower, the "Loan Parties"), the lenders referred to therein (the "Lenders"), and the Administrative Agent.

WHEREAS, pursuant to the Credit Agreement, Certified Power, Inc. executed and delivered to the Administrative Agent (for the benefit of the Lenders) that certain Trademark Security Agreement dated as of August 25, 2005, as recorded with the United States Patent and Trademark Office at Reel/Frame 3148/0450 on August 26, 2005 (the "Trademark Security Agreement").

WHEREAS, the Credit Agreement, the Trademark Security Agreement, and all other Loan Documents have been terminated and all outstanding Obligations due under the Loan Documents have been paid in full.

For good and valuable consideration, receipt of which is hereby acknowledged, the Administrative Agent hereby, on behalf of itself and the Lenders, unconditionally:

(a) releases and terminates any and all liens and security interests granted to it (for the benefit of itself and the Lenders) in the Trademark Collateral (as defined in the Trademark Security Agreement) pursuant to the Loan Documents including, without limitation, any and all security interests and liens created pursuant to the Trademark Security Agreement and acknowledges, agrees and confirms that it has no right, title or interest in or to (or security interest in) the Trademark Collateral described therein, including without limitation, all of the Borrowers' and Guarantors' respective right, title and interest, throughout the world in perpetuity, in and to the Trademarks set forth in Schedule 1 attached hereto and all trademarks (including all renewals and extensions thereof) and other rights in such Trademarks and the proceeds of such Trademark Collateral;

(b) to the extent that the Administrative Agent or any of the Lenders shall be deemed to have any right, title or interest in the Trademark Collateral pursuant to the Loan Documents, retransfers and reassigns to the Borrowers or the Guarantors (as applicable) without recourse, representation or warranty all of such right, title and interest; and

(c) the Administrative Agent shall, at the cost and expense of the Borrowers, promptly execute and deliver to the Borrowers all documents and instruments reasonably


requested by the Borrowers to further evidence the release and termination of the liens, security interests and other rights in favor of the Administrative Agent and the Lenders described herein.

This Termination shall be governed by the laws of the State of Illinois.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Termination of Trademark Security Interest to be executed by its duly authorized officer as of April 2, 2012 and effective as of the date first written above.

BANK OF AMERICA, N.A.,
as Administrative Agent for the benefit of itself and
the Lenders

By: 
Name: Darius J. Szabo
Title: Vice President

ILLINOIS ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ILLINOIS

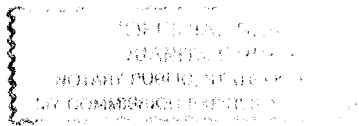
COUNTY OF Cook

On April 2nd, 2012, before me, Thomas E. Allen, Notary Public, personally appeared Daniel J. Skerl who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Thomas E. Allen [SEAL]



SCHEDULE 1

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Date</u>
TRIAxIAL	1,345,599	7/2/1985
TOLEDO CLUTCH BRAKE & DESIGN	1,397,395	6/17/1986
TRIAx CLUTCH & DESIGN	1,435,432	4/7/1987
NORTH AMERICAN ENGINEERING & MANUFACTURING – Class 7	1,651,327	7/23/1991
NORTH AMERICAN ENGINEERING & MANUFACTURING – Class 37	1,647,040	6/4/1991
NORTH AMERICAN ENGINEERING & MANUFACTURING – Class 12	1,650,078	7/9/1991

STATE TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Date</u>	<u>State</u>
CERTIFIED POWER TRAIN SPECIALISTS	6406	10/25/1979	Minnesota
CERTIFIED POWER TRAIN SPECIALISTS	6407	10/25/1979	Minnesota
CERTIFIED CHASSIS SPECIALISTS	8645	2/22/1988	Iowa
CERTIFIED POWER TRAIN SPECIALISTS	1659752	8/6/1998	Nebraska
COMPONENT TECHNOLOGY	1659763	8/6/1998	Nebraska

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