

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Generac Power Systems, Inc.		05/30/2012	CORPORATION: WISCONSIN
Magnum Power Products, LLC		05/30/2012	LIMITED LIABILITY COMPANY: WISCONSIN

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Administrative Agent
<b>Street Address:</b>	20975 Swenson Drive, Suite 200
<b>City:</b>	Waukeesha
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53186
<b>Entity Type:</b>	Association: UNITED STATES

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Serial Number:	77012308	CENTURION
Serial Number:	77875143	GEMINI
Serial Number:	74213770	GENERAC
Serial Number:	77645501	GENERAC
Serial Number:	75234791	GENERAC
Serial Number:	77661106	GENERAC GUARDIAN SERIES
Serial Number:	77661328	GENERAC QUIETSOURCE SERIES
Serial Number:	75639051	GUARDIAN
Serial Number:	75136916	OHVI
Serial Number:	76236272	OHVI GENERAC INDUSTRIAL SERIES
Serial Number:	76284287	POWERMANAGER
Serial Number:	76146845	POWER MANAGER BY GENERAC POWER SYSTEMS
Serial Number:	75694070	PRIMEPACT

OP \$690.00 77012308

Serial Number:	76576961	QUIETSOURCE
Serial Number:	77074455	REAL HOMES DON'T BLACK OUT.
Serial Number:	75257005	SPECWRITER
Serial Number:	76576962	ULTRA SOURCE
Serial Number:	77014536	WATCHDOG
Serial Number:	85299659	POWER ZONE
Serial Number:	78881740	MAGNUM
Serial Number:	78881741	MAGNUM
Serial Number:	85400978	SILENT GENERATOR
Serial Number:	78402699	GEN/TRAN
Serial Number:	75780615	POWERSTAY
Serial Number:	78436025	GEN/TRAN
Serial Number:	78142318	
Serial Number:	85102031	QUIKTRAN

**CORRESPONDENCE DATA**

Fax Number: 2126561342  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 212-701-3345  
Email: daniel.cote@thomsonreuters.com  
Correspondent Name: James P. Murphy, Legal Assistant  
Address Line 1: 80 Pine Street  
Address Line 2: Cahill Gordon & Reindel LLP  
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	James P. Murphy, Legal Assistant
Signature:	/daniel cote thomsonreuters/
Date:	05/30/2012

Total Attachments: 12  
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**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):**  
Generac Power Systems, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Wisconsin Corporation

Citizenship (see guidelines) US - WI  
Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
 No  
Additional names, addresses, or citizenship attached?  
Name: Bank of America, N.A., as Administrative Agent  
Internal Address: \_\_\_\_\_  
Street Address: 20975 Swenson Drive, Suite 200  
City: Waukeesha  
State: WI  
Country: USA      Zip: 53186  
 Association      Citizenship US - Federal  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_  
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)

**3. Nature of conveyance / Execution Date(s) :**  
Execution Date(s) 05/30/2012

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**  
A. Trademark Application No.(s)  
See Schedule I  
B. Trademark Registration No.(s)  
See Schedule I  
Additional sheet(s) attached?  Yes  No

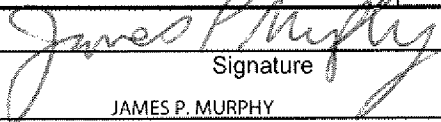
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**  
Name: James P. Murphy, Legal Assistant  
Internal Address: Cahill Gordon & Reindel LLP  
Street Address: 80 Pine Street  
City: New York  
State: NY      Zip: 10005  
Phone Number: 212-701-3345  
Fax Number: 212-378-2610  
Email Address: jmurphy@cahill.com

**6. Total number of applications and registrations involved:** 27

**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:**  James P. Murphy      May 30, 2012  
Signature      Date  
JAMES P. MURPHY      Total number of pages including cover sheet, attachments, and document: 12  
Name of Person Signing

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 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

Magnum Power Products, LLC  
Wisconsin LLC  
Citizenship – US Wisconsin

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 30, 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 Bank of America, 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 “Lead Borrower”), has entered into a Credit Agreement dated as of May 30, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Lead Borrower, GENERAC ACQUISITION CORP., a Delaware corporation (“Holdings”), the Domestic Subsidiaries of the Lead Borrower listed on the signature pages thereto, as borrowers (and together with the Lead Borrower, collectively, the “Borrowers”), the LENDERS party thereto from time to time, the Administrative Agent, the other agents named therein and MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, J.P. MORGAN SECURITIES LLC and GOLDMAN SACHS BANK USA, 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 Borrowers, 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 May 30, 2012, to the Administrative Agent (as amended, supplemented, restated or otherwise modified from time to time, the “Collateral Agreement”) for the 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 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 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. Ragen

Title: Chief Financial Officer

MAGNUM POWER PRODUCTS, LLC

By: \_\_\_\_\_

Name: York A. Ragen

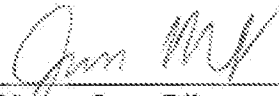
Title: Secretary and Treasurer

[Signature Page to the Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 004791 FRAME: 0521**



BANK OF AMERICA, N.A.,  
as Administrative Agent

By:   
Name: Jason Riley  
Title: Senior Vice President

## Schedule 1

### Intellectual Property

### 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	74213770	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 (pending)	10/25/2011
MAGNUM	78881740	3433201	05/20/2008
MAGNUM	78881741	3464331	07/08/2008
SILENT GENERATOR	85400978	PENDING	8/18/2011
QUICKTRAN	85/102,031	PUBLISHED (pending)	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

## 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
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
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

<b>Patent#</b>	<b>Description</b>	<b>Issued Date</b>
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
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
006547	METHOD OF CONTROLLING A VARIABLE SPEED CONSTANT FREQUENCY GENERATOR	1/13/2011

<b>Patent#</b>	<b>Description</b>	<b>Issued Date</b>
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
D562266	LOCKOUT DEVICE FOR A TRANSFER SWITCH	2/19/2008
6861596	SWITCH INTERLOCK APPARATUS	3/1/2005
D566062	HOUSING FOR A 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 A CONNECTION KIT FOR A 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	ELECTRICAL ALTERNATOR	6/22/1999
7208850	POWER STRIP TRANSFER MECHANISM	4/24/2007
7230345	METHOD FOR EXERCISING A STAND BY ELECTRICAL GENERATOR	6/12/2007

<b>Patent#</b>	<b>Description</b>	<b>Issued Date</b>
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
D638795	ENCLOSURE	5/31/2011
D653224	TRANSFER SWITCH ENCLOSURE	1/31/2012

### **U.S. Patents**

#### **MAGNUM POWER PRODUCTS, LLC**

<b>Patent#</b>	<b>Description</b>	<b>Issued Date</b>
D573092	PORTABLE GENERATOR	7/15/2008
7642665	PORTABLE GENERATOR HOUSING	1/05/2010
8172438	LOW-PROFILE COLLAPSIBLE LIGHTING SYSTEM	5/08/2010

### **U.S. Pending Patents**

#### **GENERAC POWER SYSTEMS, INC.**

<b>Application #</b>	<b>Description</b>	<b>Filed Date</b>
12/501,798	METHOD OF CONTROLLING A VARIABLE SPEED CONSTANT FREQUENCY GENERATOR	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
13/419,193	CONTROL SYSTEM FOR STANDBY ELECTRICAL GENERATOR (Reissue of US Patent 6,657,416)	3/13/2012

13/448,743	LOAD SHED CONTROL MODULE FOR USE WITH ELECTRICAL GENERATOR	4/17/2012
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12/462,142	AUTOMATIC TRANSFER SWITCH	7/30/2008
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### **U.S. Pending Patents**

#### **MAGNUM POWER PRODUCTS, LLC**

<b>Application #</b>	<b>Description</b>	<b>Filed Date</b>
12,892,701	PORTABLE INTEGRATED POWER SUPPLY AND HVAC UNIT	9/28/2010
61649590	LIGHT SOURCE ASSEMBLY FOR PORTABLE LIGHTING SYSTEM	05/21/2010

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

#### **GENERAC POWER SYSTEMS, INC.**

<b>Patent#</b>	<b>Description</b>	<b>Issued Date</b>
5376877	ENGINE-DRIVEN GENERATOR	12/27/1994
5489811	PERMANENT MAGNET ALTERNATOR	2/6/1996
5831366	PERMANENT MAGNET ALTERNATOR	11/3/1998