

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
CERTIFIED POWER, INC.		05/29/2012	CORPORATION: MINNESOTA
PUMP DRIVES, INC.		05/29/2012	CORPORATION: WISCONSIN
BASIN HYDRAULIC COMPANY LLC		05/29/2012	LIMITED LIABILITY COMPANY: DELAWARE
FLUID SYSTEMS COMPONENTS, INC.		05/29/2012	CORPORATION: WISCONSIN
CERTIFIED POWER GROUP HOLDING CORP.		05/29/2012	CORPORATION: DELAWARE
CERTIFIED POWER HOLDINGS, INC.		05/29/2012	CORPORATION: DELAWARE
CPI HOLDINGS, INC.		05/29/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 S. Dearborn
Internal Address:	MC IL1-1454
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 7**

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

**TRADEMARK**

CH \$190.00 1345599

Registration Number:

1212152

NAE

**CORRESPONDENCE DATA**

Fax Number:

6785532693

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone:

678-553-2692

Email:

gurveys@gtlaw.com

Correspondent Name:

Greenberg Traurig c/o Sheryl Gurvey

Address Line 1:

3333 Piedmont Road

Address Line 2:

Suite 2500

Address Line 4:

ATLANTA, GEORGIA 30305

ATTORNEY DOCKET NUMBER:

132425.010400

NAME OF SUBMITTER:

Sheryl Gurvey

Signature:

/Sheryl Gurvey/

Date:

05/31/2012

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, this "Trademark Security Agreement") is made as of the 29<sup>TH</sup> day of May, 2012, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among CERTIFIED POWER, INC., a Minnesota corporation, PUMP DRIVES, INC., a Wisconsin corporation, BASIN HYDRAULIC COMPANY LLC, a Delaware limited liability company, and FLUID SYSTEM COMPONENTS, INC., a Wisconsin corporation (collectively, the "Borrowers"), the other Loan Parties party thereto, the Lenders party thereto, and Administrative Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Borrowers shall have executed and delivered to Administrative Agent, for the benefit of the Lenders, that certain Pledge and Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of the Lenders, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):
  - (a) all of such Grantor's Trademarks, including those referred to on Schedule I;
  - (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
  - (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or

dilution of any Trademark or any Trademarks exclusively licensed under any License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) the right to receive license fees, royalties, and other compensation under any License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or

document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

**8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

**9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT ADMINISTRATIVE AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE ADMINISTRATIVE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. ADMINISTRATIVE AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.**

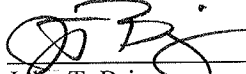
**10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ADMINISTRATIVE AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. ADMINISTRATIVE AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

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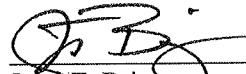
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

CERTIFIED POWER, INC.

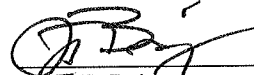
By:   
Name: John T. Brignon  
Title: \_\_\_\_\_

PUMP DRIVES, INC.

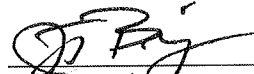
By:   
Name: John T. Brignon  
Title: \_\_\_\_\_

BASIN HYDRAULIC COMPANY LLC


By: CERTIFIED POWER, INC.  
Its: Sole Member

By:   
Name: John T. Brignon  
Title: \_\_\_\_\_


FLUID SYSTEM COMPONENTS, INC.

By:   
Name: John T. Brignon  
Title: \_\_\_\_\_


CERTIFIED POWER GROUP HOLDING CORP.

By:   
Name: John T. Brignon  
Title: \_\_\_\_\_

CERTIFIED POWER HOLDINGS, INC.

By:   
Name: John T. Brignon  
Title: \_\_\_\_\_

CPI HOLDINGS, INC.

By:   
Name: John T. Brignon  
Title: \_\_\_\_\_

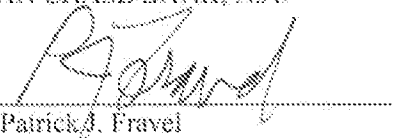
ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By:

Name: Patrick J. Fravel

Title: Authorized Officer

A handwritten signature in black ink, appearing to read "P. Fravel", is written over a horizontal dotted line. The signature is stylized and cursive.

TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 004791 FRAME: 0583**



**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

STATE TRADEMARK REGISTRATIONS

Name of Grantor	Trademark	Registration Number	Date	State
Certified Power, Inc.	CERTIFIED POWER TRAIN SPECIALISTS	6406	10/25/1979	Minnesota
Certified Power, Inc.	CERTIFIED POWER TRAIN SPECIALISTS	6407	10/25/1979	Minnesota
Certified Power, Inc.	CERTIFIED CHASSIS SPECIALISTS	8645	2/22/1988	Iowa
Certified Power, Inc.	CERTIFIED POWER TRAIN SPECIALISTS	1659752	8/6/1998	Nebraska
Certified Power, Inc.	COMPONENT TECHNOLOGY	1659763	8/6/1998	Nebraska
Certified Power, Inc.	CERTIFIED POWER, INC.	15268200	11/22/1999	North Dakota

**Trade Names**

CPI Holdings, Inc. (Et al)  
 B&B Industries, Inc. dba Roy Muehl Universal Joint  
 Beiring Enterprises, Inc.  
 Central Hydraulics, Inc.  
 Central States Power Products (Ohio), Inc.  
 Central States Power Products Corporation  
 Certified Power Train Specialists (MN), Inc.  
 Certified Power Train Specialists (Ohio), Inc. dba Toledo Driveline & Gear Service  
 Certified Power Train Specialists, Inc.  
 Certified Power Train Specialists – Missouri, Inc. dba Joint Clutch & Gear Service dba Component  
 Technology  
 Certified Power, Inc.  
 Component Technology, Inc.  
 Davis Power Hydraulics, Inc.  
 Donohue Enterprises, Inc.  
 Fluid System Components, Inc.  
 HWM Company dba Certified Power Train Specialists  
 North American Engineering & Manufacturing, Inc.  
 Phone Marketing Services, Inc. dba Master Mechanic  
 Pump Drives, Inc.  
 The Toledo Clutch & Brake Service, Inc. dba Component Technology

Hydra-Matic Systems, Inc.  
 Applied Fluid Power, Inc.  
 Basin Hydraulic Company, LLC  
 Spring Creek Acquisition, LLC

**Common Law Trademarks**

Certified Power Holdings, Inc.  
 CPI Holdings, Inc.  
 Certified Power, Inc.  
 Fluid System Components, Inc.  
 Pump Drives, Inc.  
 B&B Industries, Inc.  
 Hydra-Matic Systems, Inc.  
 Applied Fluid Power, Inc.  
 Basin Hydraulic Company, LLC  
 FREEDOM ACS  
 FREEDOM ATS  
 EYE DOT  
 Storm guard

**Trademarks Not Currently In Use**

Name of Grantor	Trademark	Registration Date	Registration Number
Certified Power, Inc.	TRIAXIAL	7/2/1985	1,345,599
Certified Power, Inc.	TOLEDO CLUTCH BRAKE & DESIGN	6/17/1986	1,397,395
Certified Power, Inc.	TRIAX CLUTCH & DESIGN	4/7/1987	1,435,432
Certified Power, Inc.	NORTH AMERICAN ENGINEERING & MANUFACTURING – Class 7	7/23/1991	1,651,327
Certified Power, Inc.	NORTH AMERICAN ENGINEERING & MANUFACTURING – Class 37	6/4/1991	1,647,040
Certified Power, Inc.	NORTH AMERICAN ENGINEERING & MANUFACTURING – Class 12	7/9/1991	1,650,078
Certified Power, Inc.	NAE & design	10/12/1982	1,212,152

**Trademark Licenses**

1. Non-exclusive Master Agreement by and between WorkWise, Inc. and Certified Power – Driveline Division, dated as of October 30, 2010.
2. Non-exclusive Agreement for PSI Licensed Programs by and between Prelude Systems, Inc. and Donahue Enterprises dated as of November 22, 1996.

3. One or more of the Grantors has entered into non-exclusive “shrink wrap” or “click through” licenses for the following Software:

- a. Microsoft Office (2003, 2007, 2010, Macintosh)
- b. Microsoft Project
- c. Microsoft Access
- d. Microsoft Visual Studio
- e. Microsoft SQL Server
- f. Adobe Standard and Professional
- g. Solidworks
- h. AutoCad LT
- i. CadKey (Graphics)
- j. HyperSnap
- k. WinFTP Pro
- l. Code Warrior
- m. IAR Embedded Workbench
- n. PADS
- o. Track-it
- p. Visio
- q. Gibbs Cam
- r. Cimco
- s. Myriad
- t. GSM (SonicWall)
- u. Backup Exec