

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Storage Battery Systems, LLC		06/29/2012	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TriState Capital Bank		
<b>Street Address:</b>	301 Grant Street		
<b>Internal Address:</b>	Suite 2700		
<b>City:</b>	Pittsburg		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	State Chartered Bank: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3858637	SBS	
<b>Registration Number:</b>	4043611	POWER SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	drp@kjk.com		
<b>Correspondent Name:</b>	David R. Posteraro		
<b>Address Line 1:</b>	1375 East Ninth Street		
<b>Address Line 2:</b>	20th Floor		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-1793		
<b>ATTORNEY DOCKET NUMBER:</b>	10174.018		
<b>NAME OF SUBMITTER:</b>	David R. Posteraro		

OP \$65.00 3858637

Signature:	/David R. Posteraro/
Date:	07/02/2012
Total Attachments: 3 source=Trademark Securty Agreement (K0302595)#page1.tif source=Trademark Securty Agreement (K0302595)#page2.tif source=Trademark Securty Agreement (K0302595)#page3.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Agreement”), dated as of June 29, 2012, is made by Storage Battery Systems, LLC, a Delaware limited liability company (the “Grantor”) in favor of TriState Capital Bank, as secured party (the “Secured Party”). Undefined capitalized terms used in this Agreement have the meanings assigned to them in that certain Security Agreement, dated as of the date hereof, between Grantor, Power Storage Solutions, LLC, a Delaware limited liability company, each Additional Grantor that from time to time becomes a party thereto and the Secured Party (as amended, restated, replaced, modified or supplemented from time to time, the “Security Agreement”).

**WHEREAS**, the Grantor has granted a security interest in and continuing Lien on the Collateral (including the trademarks that are the subject of this Agreement) to the Secured Party pursuant to the Security Agreement, and desires to enter into this Agreement for purposes of affirming such grant to the Secured Party, and providing a short-form medium to facilitate the recording of such security interest in the applicable governmental offices.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

**Section 1. Affirmation and Grant of Security.** The Grantor hereby affirms its grant to the Secured Party of, and grants to the Secured Party, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the trademarks listed on **Schedule I** to secure the Secured Obligations.

**Section 2. Recordation.** The Grantor authorizes and requests that the United States Patent and Trademark Office’s Commissioner for Trademarks and/or any other applicable government officer record this Agreement.

**Section 3. Grants, Rights and Remedies.** This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

**Section 4. Miscellaneous.** The Grantor agrees that neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought. This Agreement may be executed in any number of counterparts, 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 5. Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF OHIO WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PRINCIPLES, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF OHIO.

**IN WITNESS WHEREOF**, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**STORAGE BATTERY SYSTEMS, LLC,**

a Delaware limited liability company

By: **Power Storage Solutions, LLC**

Its: **Manager**

By: 

Name: Jay K. Greyson

Its: Chairman

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004813 FRAME: 0704**

**SCHEDULE I**

**REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Country</b>	<b>Date filed</b>	<b>First Date Use</b>	<b>Serial #</b>	<b>Registration #</b>	<b>Next Due Date</b>
<b>SBS</b>	United States	12/29/2009	12/31/1974	76/701, 048	3,858,637	10/12/2016 – Affidavit of use & incontestability due
Power Solutions	United States	01/20/2010	04/30/1992	76/701,281	4,043,611	10/25/2017 – Affidavit of use & incontestability due