

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACR Electronics, Inc.		07/06/2012	CORPORATION: FLORIDA

RECEIVING PARTY DATA	
Name:	BNP Paribas
Street Address:	155 N. Wacker Drive
Internal Address:	Suite 4450
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited liability banking corporation: FRANCE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Serial Number:	85469419	YOUR BEST LAST CHANCE
Serial Number:	85469394	THE SCIENCE OF SURVIVAL
Serial Number:	85453346	ARTEX
Serial Number:	85136614	RESQLINK
Serial Number:	85136659	SARLINK
Serial Number:	85136648	AQUALINK
Serial Number:	78890389	ACR
Serial Number:	77547258	SAFELIFE LIVE BY IT
Serial Number:	77547233	SAFELIFE LIVE BY IT
Serial Number:	77547111	SAFELIFE
Serial Number:	77547088	SAFELIFE
Serial Number:	77547097	SAFELIFE
Serial Number:	77547194	SAFELIFE LIVE BY IT

CH \$715.00 85469419

Serial Number:	77546996	SAFELIFE
Serial Number:	77547210	SAFELIFE LIVE BY IT
Serial Number:	77264855	FAILSAFE
Serial Number:	77211639	GES INC.
Serial Number:	77154727	GES
Serial Number:	77073091	FAILSAFE
Serial Number:	76074473	FIREFLY
Serial Number:	74365793	FIREFLY PLUS
Serial Number:	74280354	FIREFLY
Serial Number:	74280120	PATHFINDER
Serial Number:	73214913	ACR
Serial Number:	72460469	RESCUE LITE
Serial Number:	85585184	
Serial Number:	85651874	ARTEX
Serial Number:	85651906	ACR

CORRESPONDENCE DATA

Fax Number: 9177777373
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-735-3000
Email: andrew.patrick@skadden.com
Correspondent Name: Skadden Arps Slate Meagher & Flom
Address Line 1: Four Times Square
Address Line 2: Attn: Ashley Lott, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	055660/139
NAME OF SUBMITTER:	Ashley Lott
Signature:	/Ashley Lott/
Date:	07/25/2012

Total Attachments: 6
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Trademark Security Agreement

Trademark Security Agreement, dated as of July 6, 2012, by ACR Electronics, Inc., a Florida corporation, located at 5757 Ravenswood Road, Fort Lauderdale, Florida 33312 (the "Assignor"), in favor of BNP PARIBAS, a societe anonyme or limited liability banking corporation organized under the laws of the Republic of France, located at 155 N. Wacker Drive, Suite 4450, Chicago, Illinois 60606, in its capacity as collateral agent pursuant to that certain Credit Agreement, dated as of July 6, 2012 as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Assignee").

W I T N E S S E T H:

WHEREAS, the Assignor is party to a Security Agreement, dated as of July 6, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") made by Christopher Acquisition Corp., a Delaware corporation, ACR Electronics, Inc., a Florida corporation (upon consummation of the Acquisition), ACR Holdings LLC, a Delaware limited liability company, and the Subsidiary Guarantors from to time to time party thereto, as pledgors, assignors and debtors, in favor of the Assignee.

WHEREAS, pursuant to the Security Agreement, the Assignor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Assignee, for the benefit of the Secured Parties to enter into the Credit Agreement, and intending to be legally bound, the Assignor hereby agrees with the Assignee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms used but not defined herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for payment and performance in full of all the Secured Obligations, the Assignor hereby pledges and grants to the Assignee for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Assignor in, to and under all the following property, wherever located, and whether nor existing or hereafter arising or acquired from time to time (collectively, the "Pledged Trademark Collateral"):

(a) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names and all Goodwill, whether registered or unregistered, and all registrations and applications for any of the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including those listed on Schedule I attached hereto, together with any and all (i) rights and privileges arising under applicable law with respect to such Assignor's use thereof, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements, dilutions or other violations thereof; and

(b) all Proceeds and products of each of the foregoing and all accessions to, substitution and replacements for, and rents, profits and products of, each of the foregoing, any and all Proceeds of

any insurance, indemnity, warranty or guaranty payable to the Assignor from time to time with respect to any of the foregoing (other than, in each case, Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Assignee pursuant to the Security Agreement and the Assignors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the security interest in the Pledged 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. If any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. When the applicable conditions set forth in Section 11.4 to the Security Agreement have been satisfied, this Trademark Security Agreement and the lien and security interest created hereunder shall automatically terminate and the Assignee shall execute, acknowledge, and deliver to the Assignor such instruments in writing in recordable form as may be necessary or advisable to reflect of public record such release and termination of the collateral pledge, grant, assignment, lien and security interest in the Pledged Trademark Collateral under this Trademark Security Agreement.

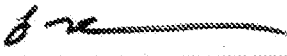
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (i.e. a "pdf" or "tif" document) shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Governing Law, Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. Section 11.7 of the Security Agreement is incorporated herein, *mutatis mutandis*, as if a part hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Assignor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ACR ELECTRONICS, INC.,
as Assignor


By: 
Name: Steven L. Brooks
Title: Secretary

[Trademark Security Agreement]

TRADEMARK
REEL: 004828 FRAME: 0866

Accepted and Agreed:

BNP PARIBAS,
as Collateral Agent and Assignee

By: 
Name: Michael C. Colias
Title: Managing Director

By: 
Name: Devin Engelson
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
ACR Electronics, Inc.	85469419	YOUR BEST LAST CHANCE
ACR Electronics, Inc.	85469394	THE SCIENCE OF SURVIVAL
ACR Electronics, Inc.	85453346	ARTEX
ACR Electronics, Inc.	85136614	RESQLINK
ACR Electronics, Inc.	85136659	SARLINK
ACR Electronics, Inc.	85136648	AQUALINK
ACR Electronics, Inc.	78890389	ACR
ACR Electronics, Inc.	77547258	SAFELIFE LIVE BY IT
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ACR Electronics, Inc.	77547088	SAFELIFE
ACR Electronics, Inc.	77547097	SAFELIFE
ACR Electronics, Inc.	77547194	SAFELIFE LIVE BY IT
ACR Electronics, Inc.	77546996	SAFELIFE
ACR Electronics, Inc.	77547210	SAFELIFE LIVE BY IT
ACR Electronics, Inc.	77264855	FAILSAFE
ACR Electronics, Inc.	77211639	GES INC.
ACR Electronics, Inc.	77154727	GES
ACR Electronics, Inc.	77073091	FAILSAFE
ACR Electronics, Inc.	76074473	FIREFLY
ACR Electronics, Inc.	74365793	FIREFLY PLUS
ACR Electronics, Inc.	74280354	FIREFLY
ACR Electronics, Inc.	74280120	PATHFINDER
ACR Electronics, Inc.	73214913	ACR

OWNER	REGISTRATION NUMBER	TRADEMARK
ACR Electronics, Inc.	72460469	RESCUE LITE

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
ACR Electronics, Inc.	85585184	(design only)
ACR Electronics, Inc.	85651874	ARTEX
ACR Electronics, Inc.	85651906	ACR
ACR Electronics, Inc.	77547194*	SAFELIFE LIVE BY IT
ACR Electronics, Inc.	77546996*	SAFELIFE
ACR Electronics, Inc.	77264855*	FAILSAFE
ACR Electronics, Inc.	77211639*	GES INC.
ACR Electronics, Inc.	77073091*	FAILSAFE
ACR Electronics, Inc.	74280354**	FIREFLY

*Abandoned.

**Cancelled.