

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):

Power Plus International, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other Corporation

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No**3. Nature of conveyance /Execution Date(s) :**Execution Date(s) August 3, 2012

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)Additional names, addresses, or citizenship attached? Yes NoName: PNC Bank, National Association, as Agent

Internal _____

Address: _____

Street Address: Two Tower Center BoulevardCity: East BrunswickState: New JerseyCountry: USA Zip: 08816

- Association Citizenship USA
 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached Schedule A

B. Trademark Registration No.(s)

See attached Schedule A

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 MurrayInternal Address: CT Lien SolutionsStreet Address: 4400 Easton Commons Way
Suite 125City: ColumbusState: OH Zip: 43219Phone Number: 614-280-3566Fax Number: 800-516-6304Email Address: james.murray@wolterskluwer.com**6. Total number of applications and registrations involved:**

3

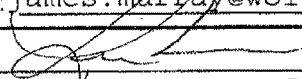
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

August 3, 2012

Date

Leslie Kirsner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

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

TRADEMARK
REEL: 004836 FRAME: 0045

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated August 3, 2012, by and between Power Plus International, Inc., S.R.Bray LLC and PNC Bank, National Association, as Agent.

SERIAL/REGISTRATION

APPLICATION NO.

75547620 / 2713716

75547619 / 2374348

74205010 / 1757237

MARK

Power Plus!

Power Plus!

Power Plus

REGISTRATION/ FILING

DATE

2003-05-06 / 1998-09-03

2008-08-08 / 1998-09-03

1993-03-09 / 1991-09-17

CONTINUATION OF THE INFORMATION IN ITEM 1

Name of conveying party: S.R.Bray LLC

Type of entity: LLC

Citizenship: California

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, each of the undersigned grantors (each a "Grantor and collectively, the "Grantors"), owns the marks shown under such Grantor's name in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantors are obligated to PNC BANK, NATIONAL ASSOCIATION ("PNC") and various other financial institutions (collectively with PNC, "Lenders") and PNC as agent for Lenders ("Agent") pursuant to (i) a certain Revolving Credit, Term Loan and Security Agreement, dated the date hereof, among Agent, Lenders, Grantors and the other parties named therein and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Grantors in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, each Grantor is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in such Grantor's Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Grantor does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.


[Remainder of page intentionally left blank]

Each Grantor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

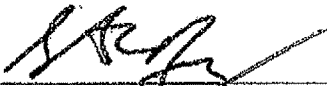
Dated: New York, New York

August 3, 2012

POWER PLUS INTERNATIONAL, INC.


Name: STEVEN R. BRAY
Its: CEO

S.R.BRAY LLC


Name: STEVEN R. BRAY
Its: CEO

PNC BANK, NATIONAL ASSOCIATION, as
Agent

Name:
Its:

Each Grantor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
_____, 2012

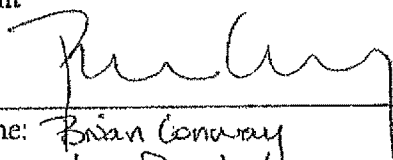
POWER PLUS INTERNATIONAL, INC.

Name:
Its:

S.R.BRAY, LLC

Name:
Its:

PNC BANK, NATIONAL ASSOCIATION, as
Agent

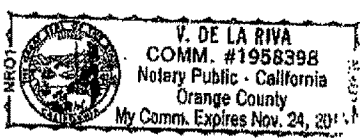


Name: Brian Conway
Its: Vice President.

STATE OF California)
COUNTY OF Orange)

ss:

On the 2nd day of Aug, 2012, before me personally came Steven R. Bray to me known, who being by me duly sworn, did depose and say s/he is the CEO of POWER PLUS INTERNATIONAL, INC. the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.



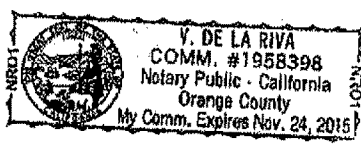
V. De La Riva
Notary Public

My Commission Expires: 11/29/2015

STATE OF California)
COUNTY OF Orange)

ss:

On the 2nd day of Aug, 2012, before me personally came Steven R. Bray to me known, who being by me duly sworn, did depose and say s/he is the CEO of S.R. BRAY, LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the members of said company.



V. De La Riva
Notary Public

My Commission Expires: 11/24/2015