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 |
|----------------------------------|----------|----------------|----------------------------|
| SL INDUSTRIES, INC. | | 08/09/2012 | CORPORATION: NEW JERSEY |
| MTE CORPORATION | | 08/09/2012 | CORPORATION: WISCONSIN |
| SL DELAWARE HOLDINGS, INC. | | 08/09/2012 | CORPORATION: DELAWARE |
| SL MONTEVIDEO TECHNOLOGY, INC. | | 08/09/2012 | CORPORATION: MINNESOTA |
| RFL ELECTRONICS INC. | | 08/09/2012 | CORPORATION: DELAWARE |
| TEAL ELECTRONICS CORPORATION | | 08/09/2012 | CORPORATION: CALIFORNIA |
| SL POWER ELECTRONICS CORPORATION | | 08/09/2012 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| Name: | PNC BANK NATIONAL ASSOCIATION |
|-------------------|------------------------------------|
| Street Address: | 500 First Avenue |
| Internal Address: | Commercial Loan Service Center/DCC |
| City: | Pittsburgh |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 15219 |
| Entity Type: | National Association: PENNSYLVANIA |

PROPERTY NUMBERS Total: 28

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------|
| Registration Number: | 3506586 | SL POWER ELECTRONICS |
| Registration Number: | 2155211 | SL-MTI |
| Registration Number: | 3764680 | EXMUX |
| Registration Number: | 0777274 | RFL |
| Registration Number: | 3307186 | GARD 8000 |
| Registration Number: | 3297906 | RFL |
| I | | TRADEMARK |

REEL: 004844 FRAME: 0469

35065 35065

| Registration Number: | 4092355 | PVOBSERVER |
|----------------------|----------|-------------------------------|
| Registration Number: | 1717634 | TEAL |
| Registration Number: | 4098831 | TEALSOLAR |
| Registration Number: | 2942014 | TEALTRAK |
| Registration Number: | 2940110 | TEALWAVE |
| Registration Number: | 2979971 | TEALWATCH |
| Registration Number: | 3338927 | BOOSTBRIDGE |
| Registration Number: | 3338925 | POWERHINGE |
| Serial Number: | 85182701 | DRIVING POWER QUALITY |
| Registration Number: | 1849823 | GUARD-AC |
| Registration Number: | 3116284 | MATRIX |
| Registration Number: | 4132685 | MATRIX PURESINE |
| Registration Number: | 1847630 | MTE CORPORATION |
| Serial Number: | 85273463 | SINESYNC |
| Registration Number: | 3594032 | WE KNOW POWER INSIDE AND OUT. |
| Registration Number: | 3383902 | CONDOR |
| Registration Number: | 3622613 | CONDOR |
| Registration Number: | 2150740 | AULT |
| Registration Number: | 2189015 | AULT |
| Registration Number: | 2150742 | |
| Serial Number: | 85598673 | STRAIGHTSHOT COMBINER |
| Registration Number: | 3338929 | GLOBAL-GUARDIAN |

CORRESPONDENCE DATA

Fax Number: 2158325619

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 215.569.5619

Email: saryani-sabet@blankrome.com

Correspondent Name: Timothy D. Pecsenye
Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

| ATTORNEY DOCKET NUMBER: | 074658-01889 |
|-------------------------|-----------------------|
| NAME OF SUBMITTER: | Timothy D. Pecsenye |
| Signature: | /Timothy D. Pecsenye/ |
| | TRADEMARK |

REEL: 004844 FRAME: 0470

| 08/16/2012 |
|---|
| Total Attachments: 19 |
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of August 9, 2012 is entered into by and between SL INDUSTRIES, INC., a New Jersey corporation, MTE CORPORATION, a Wisconsin corporation, SL DELAWARE HOLDINGS, INC., a Delaware corporation, SL MONTEVIDEO TECHNOLOGY, INC., a Minnesota corporation, RFL ELECTRONICS INC., a Delaware corporation, TEAL ELECTRONICS CORPORATION, a California corporation, SL POWER ELECTRONICS CORPORATION, a Delaware corporation (each a "Pledgor" and collectively "Pledgor"), and PNC BANK, NATIONAL ASSOCIATION, as Agent for the Lenders referred to below (the "Agent").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among the Pledgor and certain of its affiliates as borrowers (each a "Borrower" and collectively "Borrower"), the Lenders and the Agent as lenders (all as defined in the Credit Agreement), Agent and the Lenders have agreed to provide certain loans to the Borrowers, and the Pledgor has agreed, among other things, to grant a security interest to the Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

- (a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Pennsylvania as amended from time to time (the "Code").
- (b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.
- (c) "Debt" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor and Borrower to the Agent, the

Lenders, and each provider of Lender Provided Interest Rate Hedge (an "IRH Provider") under the Credit Agreement or any of the other Loan Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every of the Pledgors and Borrower to the Agent, the Lenders, and each IRH Provider, now existing or hereafter incurred under the Credit Agreement or the Notes or the Guaranty Agreement or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each and every Pledgor and Borrower with respect to any one or more Letters of Credit issued by Agent or any Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of each and every of the Pledgors and Borrower to the Agent or any of the Lenders, or any IRH Provider, arising out of any Interest Rate Hedge provided by the Agent, such Lenders or such IRH Provider pursuant to the Credit Agreement; and (iv) any sums advanced by the Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Debt.

- 2. To secure the full payment and performance of all Debt, each Pledgor hereby grants, and conveys a security interest to Agent, for its benefit and the benefit of the Lenders, in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.
- 3. Each Pledgor jointly and severally covenants and warrants that the following is true and correct and shall remain true and correct until all of the Debt shall have been indefeasibly satisfied in full, the Commitments have terminated and the Letters of Credit have expired, and that except as set forth on Schedule A:
- (a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

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- (c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Pledgor not to sue third persons;
- (d) such Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;
- (e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;
 - (f) Reserved;
- (g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 11 hereof;
- (h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing ten (10) days prior written notice the Agent;
- (i) such Pledgor will not change its name without providing ten (0) days prior written notice to the Agent; and
- (j) such Pledgor shall preserve its corporate existence and except as expressly permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (ii) sell all or substantially all of its assets.
 - 4. Each of the obligations of each Pledgor under this Agreement is joint and several.

The Agent and the Lenders, or any of the them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Agent and the Lenders, or any of them, shall not be a defense to any action the Agent and the Lenders, or any of them, may elect to take against any Pledgor. Each of the Lenders and Agent hereby reserve all rights against each Pledgor.

5. Pledgor agrees that, until all of the Debt shall have been indefeasibly satisfied in full, the Commitments have terminated and the Letters of Credit have expired, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Pledgor's obligations under this Agreement, without Agent's prior written consent which shall not be unreasonably withheld except Pledgor may license technology in the ordinary course of business without the Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

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- 6. If, before the Debt shall have been indefeasibly satisfied in full and the Commitments have terminated and the Letters of Credit have expired, Pledgor shall own any new trademark registrations or trademark applications, or any new registered copyrights or patent applications or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright registration or any improvement on any Patent, Trademark registration or Copyright registration, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to Agent prompt notice thereof in writing. Each Pledgor and Agent agrees to modify this Agreement by amending <u>Schedule A</u> to include any future patents, patent applications, trademark applications, trademark registrations, copyright registrations and the provisions of this Agreement shall apply thereto.
- Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to the Pledgors, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as the Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.
- 8. If any Event of Default shall have occurred and be continuing, Pledgor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent, as Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person, with all proceeds from the foregoing actions being applied to the Debt as determined by Agent in its sole discretion. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This

power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

- 9. At such time as Pledgors shall have indefeasibly paid in full all of the Debt and the Commitments shall have terminated and the Letters of Credit have expired, this Agreement shall terminate and Agent shall execute and deliver to Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Agent pursuant hereto.
- 10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgor within fifteen (15) days of demand by Agent, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Credit Agreement. Notwithstanding the foregoing, Agent shall not have any right to protect, maintain or preserve the Patents, Trademarks and Copyrights, or defend or prosecute any actions arising out of or relating to the Patents, Trademarks and Copyrights except upon the occurrence and during the continuance of an Event of Default.
- 11. Pledgor shall have the duty, through counsel reasonably acceptable to Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable in the ordinary course of business, or thereafter until the Debt shall have been indefeasibly paid in full and the Commitments shall have terminated, and the Letters of Credit have expired, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Pledgors. Except as may be permitted pursuant to the Credit Agreement, no Pledgor shall abandon any Patent, Trademark or Copyright.
- 12. Each Pledgor shall have the right, with the consent of Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Agent, with Agent's consent, if necessary, as a party to such suit so long as Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including reasonable legal fees, incurred by Agent as a result of such suit or joinder by such Pledgor.

- 13. No course of dealing between Pledgor and Agent, nor any failure to exercise nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 14. All of Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.
- 15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.
- 16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6.
- 17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, <u>provided</u>, <u>however</u>, that Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.
- 18. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of New York without regard to its conflicts of law principles.
- 19. EACH PLEDGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE COMMONWEALTH OF PENNSYLVANIA SITTING IN PHILADELPHIA COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE EASTERN DISTRICT OF PENNSYLVANIA, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH PENNSYLVANIA STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR THE ISSUING LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING

RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION. EACH PLEDGOR HEREBY WAIVES TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY SUCH ACTION OR PROCEEDING. EACH PLEDGOR HEREBY AGREES TO RECEIVE SERVICE OF COPIES OF THE SUMMONS AND COMPLAINT AND ANY OTHER PROCESS WHICH MAY BE SERVED IN ANY ACTION OR PROCEEDING BY MAIL OR DELIVERY OF A COPY OF SUCH PROCESS TO THE PLEDGORS' ADDRESS. EACH PLEDGOR AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS (OR ANY POLITICAL SUBDIVISION THEREOF) BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

- 20. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall together constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Agent or any Lender of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.
- 21. EXCEPT AS PROHIBITED BY LAW, EACH PLEDGOR AND EACH OF THE COMPANIES HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.
- 22. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 11.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement.
- 23. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Agent hereunder and under the other Loan Documents, because the Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Agent's rights (i) to inspect the books and records related to the Pledged Collateral, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Pledged Collateral, (iv) to enforce the provisions hereof pursuant to which the such Pledgor has appointed the Agent its attorney-infact, and (v) to enforce the Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

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SL INDUSTRIES, INC. ATTEST: Name: Louis J. Belardi Title: CFO, Secretary & Treasurer Title: Chief Executive Officer MTE CORPORATION ATTEST: SL DELAWARE HOLDINGS, INC. RFL ELECTRONICS INC. TEAL ELECTRONICS CORPORATION SL POWER ELECTRONICS CORPORATION Title: Chief Executive Officer Title: Authorized Officer PNC BANK, NATIONAL ASSOCIATION, as Agent By:__ Name: Kirk M. Mader

Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed

by their respective officers or agents thereunto duly authorized, as of the date first above written.

by their respective officers or agents thereunto duly authorized, as of the date first above written.

ATTEST:

By:
Name: Louis J. Belardi
Title: CFO, Secretary & Treasurer

ATTEST:

MTE CORPORATION
SL DELAWARE HOLDINGS, INC.
RFL ELECTRONICS INC.
TEAL ELECTRONICS CORPORATION
SL POWER ELECTRONICS CORPORATION

By:

Name: Title: IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed

PNC BANK, NATIONAL ASSOCIATION, as Agent

Name: Kirk M. Mader

Name: Louis J. Belardi

Title: Authorized Officer

Title: Senior Vice President

SCHEDULE A

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT LIST OF REGISTERED PATENTS, TRADEMARKS, TRADE NAMES AND COPYRIGHTS

1. <u>Registered Trademarks</u>

| Mark | Registration No. | 5 | Expiration Date | Owner | Country |
|---------------------------|------------------|-------------|------------------------|--------------------------------|---------|
| | | Filing Date | | | |
| | | | 8 & 15 due | | |
| SL Power Electronics Logo | 3,506,586 | 9/23/2008 | 9/23/2014 | SL Delaware Holdings, Inc. | USA |
| | | | Renewal due | | |
| SL-MTI Logo | 2,155,211 | 05/05/1998 | 05/05/2018 | SL Montevideo Technology, Inc. | USA |
| | | | Renewal due | | |
| EXMUX | 3,764,680 | 3/23/2010 | 03/23/2016 | RFL Electronics Inc. | USA |
| | | | Renewal due | | |
| RFL (In Circle) | 777,274 | 09/22/1964 | 09/22/2014 | RFL Electronics Inc. | USA |
| | | | 8 & 15 due | | |
| GUARD 8000 | 3,307,186 | 10/9/2007 | 10/09/2013 | RFL Electronics Inc. | USA |
| | | | Renewal due on | | |
| RFL (In Circle) | 009086042 | 10/19/2010 | 06/05/2020 | RFL Electronics Inc. | EU |
| | | | 8 & 15 due | | |
| RFL Logo | 3,297,906 | 7/10/2007 | 07/10/2013 | RFL Electronics Inc. | USA |
| | | | 8 & 15 due | | |
| PVOBSERVER | 4,092,355 | 01/24/2012 | 01/24/2018 | Teal Electronics Corporation | USA |
| STRAIGHTSHOT | | | New filing - not | | |
| COMBINER | 85598673 | 04/16/2012 | yet examined | Teal Electronics Corporation | USA |
| | | | Renewal due | | |
| TEAL Stylized | 1,717,634 | 09/22/1992 | 09/22/2012 | Teal Electronics Corporation | USA |
| | | | 8 & 15 due | | |
| TEALsolar | 40,98,831 | 02/14/2012 | 02/14/2018 | Teal Electronics Corporation | USA |

074658.01889/12208033v.4

| Mark | Registration No. | Registration or Filing Date | Expiration Date | Owner | Country |
|-----------------------------|---|---|--------------------------|---------------------------------|---------|
| | | Timg Date | Renewal due | | |
| TEALtrak | 2,942,014 | 04/19/2005 | 04/19/2015 | Teal Electronics Corporation | USA |
| | | | Renewal due | • | |
| TEALwave | 2,940,110 | 04/12/2005 | 04/12/2015 | Teal Electronics Corporation | USA |
| | | | Renewal due | | |
| TEALwatch | 2,979,971 | 07/26/2005 | 07/26/2015 | Teal Electronics Corporation | USA |
| CL L L GULLDDIAN | 2 220 020 | 11/20/2007 | 8 & 15 due | T 1 1 1 0 | 1101 |
| Global-GUARDIAN | 3,338,929 | 11/20/2007 | 11/20/2013 | Teal Electronics Corporation | USA |
| D 4D - 1 | 2 220 027 | 11/20/2007 | 8 & 15 due | T. J. Flanton, 'an Camanast' an | TICA |
| BoostBridge | 3,338,927 | 11/20/2007 | 11/20/2013 | Teal Electronics Corporation | USA |
| Downellings | 2 220 025 | 11/20/2007 | 8 & 15 due | Taal Electronics Corneration | T I C A |
| PowerHinge | 3,338,925 | 11/20/2007 | 11/20/2013 Office Action | Teal Electronics Corporation | USA |
| DRIVING POWER | | | Response due | MTE Corporation | |
| QUALITY | 85182701 | 11/22/2010 | 9/16/2012 | WITE Corporation | USA |
| QUALITI | 03102701 | 11/22/2010 | Renewal due | | CON |
| GUARD-AC and Design | 1,849,823 | 8/16/94 | 08/16/2014 | MTE Corporation | USA |
| 0011112 110 11111 2 1111811 | 1,015,020 | 0/10/71 | 8 & 15 due | 1712 Ottpormion | 0.011 |
| MATRIX | 3,116,284 | 7/18/06 | 07/18/2012 | MTE Corporation | USA |
| | | | 8 & 15 due | • | |
| | | | 04/24/2016 | MTE Corporation | |
| MATRIX PureSine | 4,132,685 | 04/24/2012 | | _ | USA |
| | | | Renewal due | | |
| MTE CORPORATION | | | 08/02/2014 | | |
| (Stylized) | 1,847,630 | 8/02/94 | | MTE Corporation | USA |
| | | | Statement of Use | | |
| | | | being examined - | | |
| au a | 0.0000000000000000000000000000000000000 | 0.0.00.00.00.00.00.00.00.00.00.00.00.00 | no current | MTE Corporation | *** |
| SineSync | 85273463 | 03/22/2011 | deadline | | USA |
| WE WION BOWER | | | 8 & 15 due | ar n Eri - ' | |
| WE KNOW POWER | 2504022 | 02/14/2000 | 03/24/2015 | SL Power Electronics | TICA |
| INSIDE AND OUT | 3594032 | 03/24/2009 | 0 0-15 1 | Corporation | USA |
| CONDOR | 3,383,902 | 2/19/2008 | 8 &15 due 02/19/2014 | SL Power Electronics | USA |
| CONDOR | J,J0J,7UZ | 4/17/4000 | U2/17/2014 | OF LOWER FIECHORIES | USA |

| Mark | Registration No. | Registration or Filing Date | Expiration Date | Owner | Country |
|---------------------|------------------|-----------------------------|------------------------|----------------------|---------|
| | | | | Corporation | |
| | | | 8 &15 due | SL Power Electronics | |
| CONDOR Stylized | 3,622,613 | 5/19/2009 | 5/19/2015 | Corporation | USA |
| | | | Renewal due 04/14/2018 | SL Power Electronics | |
| AULT & Design | 2150740 | 04/14/1998 | | Corporation | USA |
| A LIL T | 2190015 | 0/15/1000 | Renewal due 09/15/2018 | SL Power Electronics | LICA |
| AULT | 2189015 | 9/15/1998 | D 11 | Corporation | USA |
| | | | Renewal due 04/14/2018 | SL Power Electronics | |
| Stylized "A" design | 2150742 | 04/14/1998 | | Corporation | USA |

^{*}In January 2007, Condor Holdings Inc. merged with and into Condor D.C. Power Supplies, which merger was followed by the merger of Ault Incorporated with and into Condor D.C. Power Supplies, Inc., which then merged with and SL Power Electronics

2. <u>Patents</u>

| Application or | Country | Issue or | Expiration Date | Title / Description | Owner | Inventor(s) |
|----------------|---------|-------------|------------------------|--|----------------------|---------------------|
| Patent No. | | Filing Date | | | | |
| | | | | | | Thomas M. Ingman, |
| | | | | Bi-Directional DC To | SL Power Electronics | John Beecroft, |
| 6,069,804 | USA | 5/30/2000 | 07/23/2019 | DC Power Converter | Corporation | Charles Mullett |
| | | | | | CLD Pl . | |
| 5 724 562 | LICA | 2/21/1000 | 06/20/2014 | Power Factor Correction | | Dishard Dadl |
| 5,734,562 | USA | 3/31/1998 | 06/20/2014 | Circuit | Corporation | Richard Redl |
| | | | | Converter Output | | |
| | | | | Regulation Via Channel Resistance Modulation | | |
| | | | | of Synchronous | SL Power Electronics | Charles Mullett |
| 6,330,169 | USA | 12/11/2001 | 02/23/2021 | Rectifiers | Corporation | Thomas M. Ingman |
| 0,550,107 | OSIT | 12/11/2001 | 02/23/2021 | Quasi – Synchronous, | Corporation | Thomas w. mgman |
| | | | | Magnetic Amplifier | | |
| | | | | Regulated DC-DC | SL Power Electronics | Charles Mullett |
| 6,785,151 | USA | 8/31/2004 | 03/13/2023 | Converter | Corporation | Thomas M. Ingman |
| , , | | | | Multi-Layer Fet Array | • | |
| | | | | And Method of | SL Power Electronics | |
| 7,193,307 | USA | 3/20/2007 | 06/07/2024 | Fabricating | Corporation | Michael Duggan |
| | | | | Power Supply with | - | |
| | | | | Surface Mounted | | |
| | | | | Magnetic Components | | |
| | | | | having Sheet Material | SL Power Electronics | Louis Soto; Paul |
| 6,208,528 | USA | 05/28/1999 | 5/28/2019 | Windings | Corporation | Godek |
| | | | | Surface Mounted | | |
| | | | | Magnetic Components | | |
| | | | | Having Sheet Material | | |
| | | | | Windings and a Power | | |
| | | 44/4/12005 | | Supply Including Such | SL Power Electronics | Louis Soto, Paul W. |
| 6,222,437 | USA | 12/24/2002 | 5/11/2018 | Components | Corporation | Godek |

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| Application or Patent No. | Country | Issue or Filing Date | Expiration Date | Title / Description | Owner | Inventor(s) |
|---------------------------|---------------|-------------------------|------------------------|---------------------------|----------------------|-----------------------|
| | | | | Self Oscillating Inrush | | |
| | | | | Current Limiting | SL Power Electronics | |
| 7,420,827 | USA | 9/2/2008 | 10/10/2026 | Converter | Corporation | Thomas Ingman |
| 7,120,027 | 0.011 | 7/2/2000 | 10/10/2020 | Apparatus for | Corporation | Thomas ingman |
| | | | | Controlling a Multi- | | |
| | | | | resonant Self-Oscillating | SL Power Electronics | |
| 5,864,472 | USA | 01/26/1999 | 3/24/2017 | Converter Circuit | Corporation | William Peterson |
| , , | | | | Multi-Layer Laminated | 1 | |
| | | | | Structures for Mounting | | |
| | | | | Electrical Devices and | | |
| | | | | Method for Fabricating | SL Power Electronics | |
| 6,831,835 | USA | 12/14/2004 | 12/24/2022 | Such Structures | Corporation | Louis Soto |
| , , | | | | | • | Dean L. Huppert, |
| | | | | | | Donald W. Roback, |
| | | | | Plug-In Regulating | SL Power Electronics | Wilbur J. Hampel, |
| IE 8244799 | Ireland | 82/04/07 | | Power Supply | Corporation | Luther T. Prince, Jr. |
| | | | | | • | Dean L. Huppert, |
| | | | | | | Donald W. Roback, |
| | | | | Plug-In Regulating | SL Power Electronics | Wilbur J. Hampel, |
| CA 1081355 | Canada | 80/07/08 | | Power Supply | Corporation | Luther T. Prince, Jr. |
| | | | | | • | Dean L. Huppert, |
| | | | | | | Donald W. Roback, |
| | | | | Plug-In Regulating | SL Power Electronics | Wilbur J. Hampel, |
| GB 1529152 | Great Britain | 78/10/18 | | Power Supply | Corporation | Luther T. Prince, Jr. |
| | | | | | - | Dean L. Huppert, |
| | | | | | | Donald W. Roback, |
| | | | | | SL Power Electronics | Wilbur J. Hampel, |
| DE 2720693 | Germany | 78/11/09 | | Einstecknetzgeraet | Corporation | Luther T. Prince, Jr. |
| | | | | | | William D. |
| | | | | Similar To Low | | Carpenter, |
| | | | | Impedance Power | | Randy J. Redding, |
| | | | | Conditioner Apparatus | Teal Electronics | Robert C. |
| 0533822 | Europe | 1/21/1998 | | and Method | Corporation | McLoughlin |

| Application or Patent No. | Country | Issue or Filing Date | Expiration Date | Title / Description | Owner | Inventor(s) |
|---------------------------|---------|-------------------------|------------------------|-------------------------|------------------|---------------------|
| | | | | | | Randall J. Redding, |
| | | | | Adaptive Surge | Teal Electronics | Victor Soto, |
| 6,535,369 | USA | 3/18/2003 | 6/16/2020 | Suppressor | Corporation | Reynaldo P. Llanos |
| | | | | | | Randall J. Redding, |
| | | | | Electrical Power | Teal Electronics | Victor Soto, |
| 6,624,997 | USA | 09/23/2003 | 08/04/2020 | Conditioner | Corporation | Reynaldo P. Llanos |
| | | | | Method of Making | | |
| | | | | Brushless DC | | Hao Huang, Darwin |
| | | | | Permanent Magnet | SL Montevideo | Caskey, |
| 5,970,600 | USA | 10/26/1999 | 09/03/2018 | Stator Windings | Technology, Inc. | Ed Lipinski |
| | | | | Virtual Hall-Effect | | |
| | | | | Signal Generating for a | | |
| | | | | Brushless Sensorless | | |
| | | | | Electrical Rotary | SL Montevideo | |
| 5,598,074 | USA | 01/28/1997 | 07/13/2015 | Machine | Technology, Inc. | Hao Huang |
| | | | | Virtual Hall-Effect | | |
| | | | | Signal Generating for a | | |
| | | | | Brushless Sensorless | | |
| | | | | Electrical Rotary | SL Montevideo | |
| 5,469,033 | USA | 11/21/1995 | 05/20/2014 | Machine | Technology, Inc. | Hao Huang |
| | | | | | | |
| | | | | Transversal-Flux | | |
| | | | | Permanent Magnet | SL Montevideo | |
| 5,677,580 | USA | 10/14/1997 | 10/14/2014 | Motor | Technology, Inc. | Hao Huang |
| | | | | Virtual Hall Effect | | |
| | | | | Signal Generating for a | | |
| | | | | Brushless Sensorless | | |
| | | | | Electrical Rotary | SL Montevideo | |
| 5,532,561 | USA | 7/02/1996 | 05/31/2015 | Machine | Technology, Inc. | Hao Huang |
| | | | | | | |
| | | | | Powering and Control of | SL Montevideo | Dennis Coyne |
| 5,905,348 | USA | 5/18/1999 | 06/06/2015 | a Brushless DC Motor | Technology, Inc. | Nolan |

| Application or Patent No. | Country | Issue or Filing Date | Expiration Date | Title / Description | Owner | Inventor(s) |
|---------------------------|-----------|-------------------------|------------------------|-------------------------|----------------------|------------------|
| | | | | Brushless DC Motor | | |
| | | | | Controller with Speed | | Hao Huang, |
| | | | | Control from Zero to | SL Montevideo | Dennis Coyne |
| 6,137,251 | USA | 10/24/2000 | 11/03/2018 | Above Based Speed | Technology, Inc. | Nolan |
| | | | | Method & Apparatus for | | |
| | | | | Monitoring an A/C | | Gary R. Hoffman, |
| N1 52646 | Taiwan | 7/03/1990 | | Transmission Line | RFL Electronics Inc. | Walter L. Hinman |
| | | | | Method & Apparatus for | | |
| | | | | Monitoring an A/C | | Gary R. Hoffman, |
| 2055466 | Canada | 7/03/1990 | | Transmission Line | RFL Electronics Inc. | Walter L. Hinman |
| | | | | Multiple Three-Phase | | |
| | | | | Inductor with a | | |
| 2006201301 | Australia | 3/29/2006 | | Common Core | MTE Corporation | Todd Shudarek |
| | | | | Multiple Three-Phase | | |
| | | | | Inductor with a | | |
| 2,541,211 | Canada | 3/28/2006 | | Common Core | MTE Corporation | Todd Shudarek |
| | | | | Multiple Three-Phase | | |
| | | | | Inductor with a | | |
| 290/KOL/2006 | India | 3/30/2006 | | Common Core | MTE Corporation | Todd Shudarek |
| | | | | Multiple Three-Phase | | |
| | | | | Inductor with a | | |
| 7,142,081 | USA | 11/28/2006 | 05/03/2025 | Common Core | MTE Corporation | Todd Shudarek |
| | | | | Multiple Three-Phase | • | |
| | | | | Inductor with a | | |
| 2006-000959 | Venezuela | 5/03/2006 | | Common Core | MTE Corporation | Todd Shudarek |
| | | | | | • | |
| | | | | Single Phase Filter For | | |
| 7,535,125 | USA | 5/19.2009 | 05/09/2026 | Reducing Harmonics | MTE Corporation | Todd Shudarek |
| | | | | Ü | • | |
| | | | | Single-Phase Harmonic | | |
| 6,009,004 | USA | 12/28/1999 | 08/26/2018 | Filter System | MTE Corporation | Todd Shudarek |

| Application or Patent No. | Country | Issue or Filing Date | Expiration Date | Title / Description | Owner | Inventor(s) |
|---------------------------|---------|-------------------------|------------------------|--------------------------|----------------------|-------------------|
| | | 0 | | | | |
| | | | | Snap-Together Multiple | | |
| | | | | Phase Inductor | | Todd Shudarek, |
| 7623016 | USA | 11/24/2009 | 06/07/2025 | Assembly | MTE Corporation | Wes Ruther |
| | | | | Three-Phase Harmonic | | |
| | | | | Reduction Filter For Bi- | | |
| | | | | Directional Power | | |
| 7378754 | USA | 5/27/2008 | 05/06/2026 | Converters | MTE Corporation | Todd Shudarek |
| | | | | Single-Phase Matrix | | |
| | | | N/A (may not be | Filter With Integrated | | |
| 11,951,820 | USA | 12/7/2007 | published yet) | Inductor | MTE Corporation | Todd Shudarek |
| | | | | Method and apparatus | | |
| | | | | for communicating | | Higinbotham; |
| 7,061,905 | USA | 06/13/2006 | 10/26/2021 | signals | RFL Electronics Inc. | William G. etc. |
| | | | | Single-phase harmonic | | Swamy; Mahesh |
| 5,844,791 | USA | 12/01/1998 | 06/30/2017 | filter system | MTE Corporation | Mysore |
| | | | | Multiresonant Self- | | |
| | | | | Oscillating Converter | SL Power Electronics | Peterson; William |
| 5,303,137 | USA | 4/12/1994 | 9/3/2012 | Ciruit | Corporation | A. |
| | | | | | | Ingman, Thomas M. |
| | | | | Common-Mode Surge | SL Power Electronics | |
| 11,697,156 | USA | 4/5/2007 | | Suppression | Corporation | |

^{*}In January 2007, Condor Holdings Inc. merged with and into Condor D.C. Power Supplies, which merger was followed by the merger of Ault Incorporated with and into Condor D.C. Power Supplies, Inc., which then merged with and SL Power Electronics.

3. <u>Copyrights</u>

| Owner | Registration No. | Effective Date of Registration | Country | Title | Description |
|-----------------------------|---------------------|--------------------------------|---------|---------------------|---------------|
| Condor D.C. Power Supplies, | TX-4-685-175 | 12/11/1997 | USA | Todd power supplies | 97-98 Catalog |
| Inc.*/ | | | | OEM product | |
| Todd Products Corp. | | | | catalog 1997-98 | |
| Condor D.C. Power Supplies, | TX-4-704-533 | 12/29/1997 | USA | Todd Power | Website |
| Inc.*/ | | | | Supplies | |
| Todd Products Corp. | | | | | |

^{*}In January 2007, Condor Holdings Inc. merged with and into Condor D.C. Power Supplies, which merger was followed by the merger of Ault Incorporated with and into Condor D.C. Power Supplies, Inc., which then merged with and SL Power Electronics.

4. <u>Trade Names</u>

| Legal Names of the Company | Other Names Known By |
|--|--|
| SL Industries, Inc. | GL Electronics, Inc.; GL Industries, Inc.; SGL Industries, Inc. |
| Teal Electronics Corporation | Teal; Teal Electronics |
| RFL Electronics Inc. | RFL "USA Holdings," Inc.; RFL Electronics, Inc. |
| SL Montevideo Technology, Inc. | SL-MTI; MTI; SL Montevideo Technology, Inc. |
| SL Surface Technologies, Inc. | SL Modern Hard Chrome, Inc.; Cutting Edge Machine Services; Edge; SGL Modern |
| | Hard Chrome, Inc. |
| SL Power Electronics Corporation | Condor D.C. Power Supplies, Inc.; Condor de Mexico; Condor; Condor D.C.; Condor |
| | D.C. Power Supplies Inc.; Industrias SL; Condor Power Supplies (Europe) Ltd.; Todd |
| | Power Products; Todd Products Corporation; Todd Power Corporation; Todd Products; |
| | Todd; Oryx de Mexico, S.A. de C.V.; Ault Incorporated; Ault Inc.; Ault; Condor |
| | Holdings, Inc.; Condor Holdings |
| SL Xianghe Power Electronics Corporation | Ault Xianghe Co., Ltd. |
| SL Shanghai Power Electronics Corp. | Ault Shanghai Electronics Co., Ltd. |
| SL Shanghai International Trading Corp. | Ault International Trading Shanghai Co., Ltd. |
| SL Power Electronics Ltd. | Condor Power Supply (Europe) Limited |

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| SLGC Holdings, Inc | Waber Power Ltd. merged with and into SLGC Holdings, Inc, effective May 22, |
|--------------------|---|
| | 2007. |

RECORDED: 08/16/2012