

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
SHOCKING TECHNOLOGIES, INC.		11/16/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Littelfuse, Inc.
Street Address:	8755 W. Higgins Road
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60631
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4070821	XSTATIC
Registration Number:	4077363	XSEED
Registration Number:	4077364	SHOCKING TECHNOLOGIES
Registration Number:	4084150	SHOCKING TECHNOLOGIES
Serial Number:	77208973	GLOBAL ESD PROTECTION
Serial Number:	77208991	CATCH THE SPARK

CORRESPONDENCE DATA

Fax Number: 2138925163
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 213-892-4000
 Email: lrizzo@milbank.com
 Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP
 Address Line 1: 601 South Figueroa Street, Suite 3000
 Address Line 4: Los Angeles, CALIFORNIA 90017

CH \$165.00 4070821

ATTORNEY DOCKET NUMBER:	40855.00000
NAME OF SUBMITTER:	Chris L. Holm
Signature:	/Chris L. Holm/
Date:	11/20/2012
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT dated as of November 16, 2012 (this "**Agreement**"), between Shocking Technologies, Inc., a Delaware corporation (the "**Grantor**") and Littelfuse, Inc. (the "**Lender**").

Reference is made to (a) the Security Agreement dated November 16, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), between the Grantor and Lender and (b) the Littelfuse Loan Agreement dated as of November 16, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), between the Grantor and the Lender.

The Lender has agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit to the Grantor pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lender to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Lender, its successors and assigns, a security interest in, all of such Grantor's right, title or interest in or to any and all of the following assets and properties (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, and other source or business identifiers, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "**Trademarks**"); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law; provided that, at such time a verified statement of actual use of any such Trademark is filed with the United States Patent and Trademark Office, such Trademark shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such Trademark.

SECTION 3. **Security Agreement.** The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

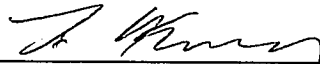
SECTION 4. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of California.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Grantor:

SHOCKING TECHNOLOGIES, INC.

By: 
Name: _____
Title: Lex Kosowski
President & CEO

Lender:

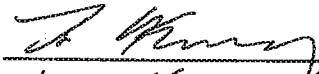
LITTELFUSE, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


Grantor:

SHOCKING TECHNOLOGIES, INC.

By: 
Name: Lex Kosowski
Title: President & CEO

Lender:

LITTELFUSE, INC.

By: 
Name: Philip Franklin
Title: Vice President, Operations Support and Chief Financial Officer

Schedule I

I. Trademarks

<u>Record Owner</u>	<u>Mark</u>	<u>Reg./App. No.</u>	<u>Issue/Filing Date</u>
Shocking Technologies, Inc.	Xstatic	4,070,821	12/13/2011
Shocking Technologies, Inc.	Xseed	4,077,363	12/27/2011
Shocking Technologies, Inc.	Shocking Technologies	4,077,364	12/27/2011
Shocking Technologies, Inc.	Shocking Technologies	4,084,150	1/10/2012
Shocking Technologies, Inc.	Global ESD Protection	77/208,973	6/18/2007
Shocking Technologies, Inc.	Catch the Spark	77/208,991	6/18/2007