

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
Northwire, Inc.		06/05/2013	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Bank of the West
Street Address:	250 Marquette Avenue, Suite 575
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55401
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3881217	COILBOSS
Registration Number:	4032666	ELECTRIGLOW
Registration Number:	3969363	ENDURANCE
Registration Number:	2178447	ENDUROFLEX
Registration Number:	4032671	GLOGO
Registration Number:	3621297	GUARDIAN
Registration Number:	3930897	LUMENT
Registration Number:	2250337	MEDFLEX
Registration Number:	2859816	NORTHWIRE
Registration Number:	3621296	NORTHWIRE DIRECT
Registration Number:	3629173	NORTHWIRE DIRECT
Registration Number:	4080722	NORTHWIRE INC
Registration Number:	2894762	NORTHWIRE INC TECHNICAL CABLE
Registration Number:	3621298	NORTHWIRE DIRECT

OP \$415.00 3881217

Registration Number:	3866105	RESILIENCE
Serial Number:	85115805	ECOPOWER

**CORRESPONDENCE DATA**

Fax Number: 6127661600  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 612-766-6911  
Email: susan.carlson@faegrebd.com  
Correspondent Name: Susan Carlson, Faegre Baker Daniels LLP  
Address Line 1: 90 South 7th St Ste 2200  
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
Signature:	/e/ Susan Carlson
Date:	06/05/2013

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is made as of June 5, 2013 by and among Northwire, Inc., a Minnesota corporation (the “**Debtor**”), and Bank of the West, a California banking corporation, for itself and as administrative agent (in such capacity, the “**Administrative Agent**”) for the Lender Parties, as defined in the Credit Agreement described below.

Pursuant to a Credit Agreement (together with all amendments, modifications and restatements of such agreement, the “**Credit Agreement**”) of even date herewith among the Debtor, the several banks and other financial institutions from time to time party thereto as lenders and the Administrative Agent, the Lender Parties have agreed to make advances to and issue letters of credit for the account of the Debtor.

As a condition to extending credit under the Credit Agreement, the Lenders required the execution and delivery by the Debtor of a Security Agreement (together with all amendments, modifications and restatements of such Agreement, the “**Security Agreement**”) dated June 5, 2013, pursuant to which the Debtor grants the Administrative Agent a security interest in all of the Debtor’s personal property.

Pursuant to the Security Agreement, the Debtor is required to execute and deliver this Agreement to the Administrative Agent.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the Security Agreement and this Agreement, the parties hereby agree as follows:

### 1. **Definitions.**

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

### 2. **Grant of Security Interest.**

In order to secure the Obligations, the Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

“**Specified Intellectual Property**” means the Trademarks, including, without limitation, each of the Trademarks listed on Schedule A, including the owner of each item and the application or registration number of each item.

“**Trademarks**” means each trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, included in the Collateral, together with the goodwill associated therewith.

### 3. **Representations and Warranties.**

The Debtor represents and warrants that the Debtor owns each of the specified Trademarks, free and clear of any Lien other than Permitted Liens.

**4. General Rights and Obligations.**

Except as expressly set forth herein, the rights and obligations of the Debtor and the Administrative Agent with respect to the Trademark Collateral shall in all respects be governed by the Credit Agreement and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

*Signature pages follow*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

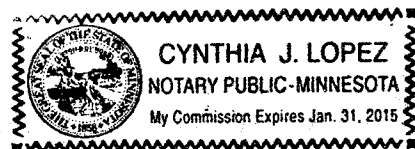
**NORTHWIRE, INC.**

By *Katina E. Kravik*  
 Name: Katina E. Kravik  
 Title: Chief Executive Officer

STATE OF Minnesota )  
   )  
 COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of June, 2013 by Katina E. Kravik, the Chief Executive Officer of Northwire, Inc., a Minnesota corporation, on behalf of the corporation.

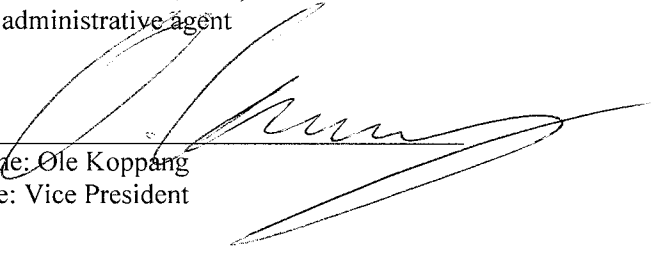
*Cynthia J. Lopez*  
 Notary Public



*Signature Page to Trademark Security Agreement*

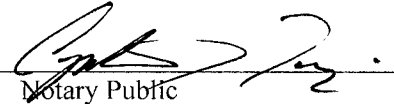
**TRADEMARK**  
**REEL: 005041 FRAME: 0468**

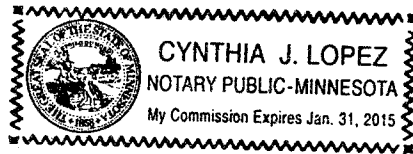
**BANK OF THE WEST**, for itself and as  
administrative agent

By   
Name: Ole Koppang  
Title: Vice President

STATE OF MINNESOTA     )  
  )  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of June, 2013 by Ole Koppang, the Vice President of Bank of the West, a California banking corporation, on behalf of the association.

  
Notary Public



**TRADEMARKS AND TRADEMARK APPLICATIONS****Trademarks Registrations - United States**

<b>Trademark</b>	<b>Trademark Registration Number</b>	<b>Registration Date</b>
COILBOSS	3,881,217	11/23/2010
ELECTRIGLOW	4,032,666	09/27/2011
ENDURANCE	3,969,363	05/31/2011
ENDUROFLEX	2,178,447	08/04/1998
GLOGO	4,032,671	09/27/2011
GUARDIAN	3,621,297	05/19/2009
LUMENT	3,930,897	03/15/2011
MEDFLEX	2,250,337	06/01/1999
NORTHWIRE	2,859,816	07/06/2004
NORTHWIRE DIRECT Design	3,621,296	05/19/2009
NORTHWIRE DIRECT Stylized	3,629,173	06/02/2009
NORTHWIRE INC Logo (New)	4,080,722	01/03/2012
NORTHWIRE INC Tree Design	2,894,762	10/19/2004
NORTHWIREDIRECT Stylized	3,621,298	05/19/2009
RESILIENCE	3,866,105	10/19/2010

**Trademarks Registrations – Foreign**

<b>Trademark</b>	<b>Trademark Registration Number</b>	<b>Registration Date</b>	<b>Country</b>
NORTHWIRE	6535514	05/07/2010	China (People's Republic)
NORTHWIRE INC.	6535513	05/07/2010	China (People's Republic)

**Trademark Applications - United States**

<b>Trademark</b>	<b>Trademark Application Number</b>	<b>Filing Date</b>
ECOPOWER	85/115,805	08/25/2010