

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           |
|-------------------------------------|----------|----------------|-----------------------|
| Electronic Systems Protection, Inc. |          | 08/09/2013     | CORPORATION: DELAWARE |
| ESP HOLDCO, Inc.                    |          | 08/09/2013     | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

|                   |   |
|-------------------|---|
| Name:             | The Huntington National Bank, as Administrative Agent |
| Street Address:   | 803 W. Big Beaver Road                                |
| Internal Address: | Suite 351   |
| City:             | Troy  |
| State/Country:    | MICHIGAN  |
| Postal Code:      | 48084   |
| Entity Type:      | a national banking association: UNITED STATES         |

PROPERTY NUMBERS Total: 10

| Property Type        | Number  | Word Mark                  |
|----------------------|---------|----------------------------|
| Registration Number: | 3123077 | ICE                        |
| Registration Number: | 3088958 | INRUSH CURRENT ELIMINATION |
| Registration Number: | 3102202 | COUVS                      |
| Registration Number: | 3141190 | SERIES MODE                |
| Registration Number: | 3250405 | SURGEX SERIES MODE         |
| Registration Number: | 2839946 | POWERFRAME                 |
| Registration Number: | 2867305 | EMPOWER                    |
| Registration Number: | 2540458 | SURGEXICE                  |
| Registration Number: | 2056833 | SURGEX                     |
| Registration Number: | 1694082 | ESP                        |

CORRESPONDENCE DATA

Fax Number: 7349302494

CH \$265.00 3123077

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

Phone: 734-761-3780  
Email: asujek@bodmanlaw.com  
Correspondent Name: Angela Alvarez Sujek - Bodman PLC  
Address Line 1: 201 South Division, Suite 400  
Address Line 4: Ann Arbor, MICHIGAN 48104

|                    |                        |
|--------------------|------------------------|
| NAME OF SUBMITTER: | Angela Alvarez Sujek   |
| Signature:         | /Angela Alvarez Sujek/ |
| Date:              | 08/27/2013             |

**Total Attachments: 7**

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## AGREEMENT

### (Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of August 9, 2013, between the undersigned (individually each the "Debtor" and collectively the "Debtors") and The Huntington National Bank Bank, as Administrative Agent for the Lenders (as defined below) ("Secured Party").

### WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Electronic Systems Protection, Inc. ("Company," collectively with the other parties who become Borrowers thereunder from time to time, the "Borrowers" and each a "Borrower"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Loans to the Borrowers and to provide for the issuance of Letters of Credit for the account of the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of the date hereof, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Loans under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Loans (including the initial Loans) to the Borrowers pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Obligations (as defined in the Credit Agreement), each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on **Schedule 1.1** hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on **Schedule 1.1** attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (iii) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in **Schedule 1.1** attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the

terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

**[Signature page to follow.]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

**ELECTRONIC SYSTEMS PROTECTION, INC.**

By: 

Name: Robert Wood

Title: Chief Financial Officer

**ESP HOLDCO, INC.**


By: 

Name: Robert Wood

Title: Chief Financial Officer

SECURED PARTY:

**THE HUNTINGTON NATIONAL BANK**  
**BANK**, as Administrative Agent

By:   
Name: Kristine Vigliotti  
Title: Director

**SCHEDULE 1.1**

**TRADEMARK COLLATERAL**

| Mark                       | App. No.  | Filing Date | Reg. No.  | Reg. Date | Owner  |
|----------------------------|-----------|-------------|-----------|-----------|--|
| ICE                        | 78/618591 | 4/28/05     | 3,123,077 | 8/1/06    | Electronic Systems Protection, Inc. (a Delaware corporation) |
| INRUSH CURRENT ELIMINATION | 78/618588 | 4/28/05     | 3,088,958 | 5/2/06    | Electronic Systems Protection, Inc. (a Delaware corporation) |
| COUVS                      | 78/557136 | 1/31/05     | 3,102,202 | 6/6/06    | Electronic Systems Protection, Inc. (a Delaware corporation) |
| SERIES MODE                | 78/470260 | 8/19/04     | 3,141,190 | 9/12/06   | Electronic Systems Protection, Inc. (a Delaware corporation) |
| SURGEX SERIES MODE         | 78/470282 | 8/19/04     | 3,250,405 | 6/12/07   | Electronic Systems Protection, Inc. (a Delaware corporation) |
| POWERFRAME                 | 76/524780 | 6/16/03     | 2,839,946 | 5/11/04   | Electronic Systems Protection, Inc. (a Delaware corporation) |



| Mark             | App. No.  | Filing Date | Reg. No.  | Reg. Date | Owner  |
|------------------|-----------|-------------|-----------|-----------|--|
| EMPOWER          | 76/378821 | 3/7/02      | 2,867,305 | 7/27/04   | Electronic Systems Protection, Inc. (a Delaware corporation) |
| SURGEXICE        | 76/292131 | 7/30/01     | 2,540,458 | 2/19/02   | Electronic Systems Protection, Inc. (a Delaware corporation) |
| SURGEX           | 75/004445 | 10/12/95    | 2,056,833 | 4/29/97   | Electronic Systems Protection, Inc. (a Delaware corporation) |
| ESP (and Design) | 74/096885 | 9/14/90     | 1,694,082 | 6/16/92   | Electronic Systems Protection Inc. (a Delaware corporation)  |

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**TRADEMARK**

**RECORDED: 08/28/2013**

**REEL: 005099 FRAME: 0633**