

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Power Products, LLC		12/13/2013	LIMITED LIABILITY COMPANY: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	Royal Bank of Canada
Street Address:	4th Floor, 20 King Street West
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

<b>PROPERTY NUMBERS Total: 59</b>		
Property Type	Number	Word Mark
Serial Number:	85863285	MASS COMBI ULTRA
Registration Number:	2274146	A ACME TRANSFORMER
Registration Number:	1049450	ACME
Registration Number:	0888188	ACME ELECTRIC
Registration Number:	2260869	ACME TRANSFORMER
Registration Number:	2797903	ARMOREDGE
Registration Number:	2161716	BATES
Registration Number:	4020122	BEP
Registration Number:	2979014	BIG BEN
Registration Number:	3403342	CABLE BOSS
Registration Number:	3815486	CABLE WRAPTOR
Registration Number:	1365263	CAL TERM
Registration Number:	3440762	CALTERM
Registration Number:	2463074	CHARGE PRO

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**TRADEMARK**

Registration Number:	3645765	CIRCUIT ALERT
Registration Number:	4086300	CONNECTPRO
Registration Number:	1290713	CYCLONE
Registration Number:	4398722	DC D E L C I T Y
Registration Number:	2269297	DOUBLELOCK
Registration Number:	4261670	DURABLE. ACCURATE. SAFE.
Registration Number:	1530565	EEGOR
Registration Number:	4339506	EEL BY MARINCO SHOREPOWER
Registration Number:	0776985	EJECT-O-MATIC
Registration Number:	1384041	FAST WIRING
Registration Number:	1393887	FAST WIRING
Registration Number:	2083655	FINGER GUARD
Registration Number:	3634769	GALVANALERT
Registration Number:	1131216	GB
Registration Number:	2769380	GB XTREME
Registration Number:	1012122	GUEST
Registration Number:	1015236	GUEST
Registration Number:	2093551	HEX-LOK
Registration Number:	0948151	JET LINE
Registration Number:	3507822	MARINCO
Registration Number:	4421630	MASS COMBI
Registration Number:	1264752	MULTI-TRAN
Registration Number:	1841545	NON LINEAR LOAD
Registration Number:	1850590	NON LINEAR LOAD
Registration Number:	1116844	PANEL-TRAN
Registration Number:	2532644	PARKPOWER
Registration Number:	1539177	POCKET-PRO
Registration Number:	2451283	POWERCORD PLUS
Registration Number:	4365703	RVEEL BY MARINCO DETACHABLE POWER
Registration Number:	3575058	SEALINK
Registration Number:	1328048	SIDEWINDER
Registration Number:	4143118	SILVERTIP
Registration Number:	3891840	SPERRY
Registration Number:	1369946	TEC
Registration Number:	1692618	TECHMASTER

	0883222	TECO RUPTER
Registration Number:	0971236	TECO-HAMO
Registration Number:	3369247	THE INFLATABLES
Registration Number:	1697142	THE PROFESSIONAL'S CHOICE
Registration Number:	3492445	TRIXFER
Registration Number:	0940930	TRUE TAPE
Registration Number:	4008927	TURNER ELECTRIC
Registration Number:	1987819	TWIN KIT
Registration Number:	2030596	UNI-LOK
Registration Number:	3397657	WINGGARD

**CORRESPONDENCE DATA**

Fax Number: 2124466460  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 2124464800  
Email: hayley.smith@kirkland.com  
Correspondent Name: Hayley Smith, Senior Legal Assistant  
Address Line 1: Kirkland & Ellis LLP  
Address Line 2: 601 Lexington Avenue  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 35406-138 (HS)

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Hayley smith

Signature: //Hayley Smith//

Date: 01/30/2014

Total Attachments: 6  
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**TRADEMARK**

**REEL: 005204 FRAME: 0501**

SHORT FORM  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated December 13, 2013, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of ROYAL BANK OF CANADA ("RBC"), as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, POWER PRODUCTS MIDCO, LLC, a Delaware limited liability company ("Holdings"), POWER PRODUCTS, LLC, a Delaware limited liability company (the "Borrower"), RBC, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of December 13, 2013 (the "Closing Date") (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded ITU Application).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not

allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

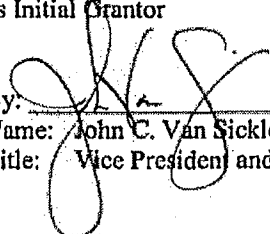
SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]


IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**POWER PRODUCTS, LLC,**  
as Initial Grantor

By:   
Name: John C. Van Sickle  
Title: Vice President and Assistant Secretary

[Signature Page to Intellectual Property Security Agreement (Trademark)]

**ROYAL BANK OF CANADA,**  
as Collateral Agent

By:   
Name: **Ann Hurley**  
Title: **Manager, Agency**

[Signature Page to Security Agreement]

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Acme Electric LLC	A ACME TRANSFORMER & Design	2,274,146
Acme Electric LLC	ACME	1,049,450
Acme Electric, LLC	ACME ELECTRIC	888,188
Acme Electric LLC	ACME TRANSFORMER	2,260,869
Actuant Corporation	ARMOREDGE	2,797,903
Actuant Electrical, Inc.	BATES	2,161,716
Actuant Corporation	BEP	4,020,122
Actuant Corporation	BIG BEN	2,979,014
Actuant Corporation	CABLE BOSS	3,403,342
Actuant Corporation	CABLE WRAPTOR	3,815,486
GB Tools and Supplies, Inc.	CAL TERM (Stylized)	1,365,263
GB Tools and Supplies, Inc.	CALTERM	3,440,762
Actuant Electrical, Inc.	CHARGE PRO and Design	2463074
Actuant Corporation	CIRCUIT ALERT	3,645,765
Actuant Corporation	CONNECTPRO	4,086,300
Actuant Corporation	CYCLONE	1,290,713
Actuant Corporation	DEL CITY and DC De- sign	4,398,722
GB Tools and Supplies, Inc.	DOUBLELOCK	2,269,297
Actuant Corporation	DURABLE. ACCURATE. SAFE.	4,261,670
Actuant Corporation	EEGOR	1,530,565
Actuant Electrical, Inc.	EEL SHOREPOWER BY MARINCO Logo	4,339,506
Actuant Corporation	EJECT-O-MATIC	776,985
GB Tools and Supplies, Inc.	FAST WIRING (Styl- ized)	1,384,041
GB Tools and Supplies, Inc.	FAST WIRING (Styl- ized)	1,393,887
Acme Electric Corporation	FINGER GUARD	2,083,655
Actuant Electrical, Inc.	GALVANALERT	3,634,769
GB Tools and Supplies, Inc.	GB	1,131,216
GB Tools and Supplies, Inc.	GB XTREME (Styl- ized)	2,769,380
Actuant Electrical, Inc.	GUEST	1012122
Actuant Electrical, Inc.	GUEST	1015236



Actuant Corporation	HEX-LOK	2,093,551
GB Tools and Supplies, Inc.	JET LINE	948,151
Actuant Electrical, Inc.	MARINCO	3,507,822
Actuant Corporation	MASS COMBI	85/878,934
Actuant Corporation	MASS COMBI ULTRA	85/863,285
Actuant Corporation	MULTI-TRAN	1,264,752
Acme Electric LLC	NON LINEAR LOAD	1,841,545
Acme Electric Corporation	NON LINEAR LOAD & Design	1,850,590
Acme Electric Corporation	PANEL-TRAN	1,116,844
Actuant Corporation	PARKPOWER	2,532,644
Actuant Corporation	POCKET-PRO	1,539,177
Actuant Electrical, Inc.	POWERCORD PLUS	2,451,283
Actuant Electrical, Inc.	RVEEL BY MARINCO DETACHABLE POWER and Design	4,365,703
Actuant Electrical, Inc.	SEALINK	3,575,058
Actuant Corporation	SIDEWINDER	1,328,048
Actuant Corporation	SILVERTIP & Design	4,143,118
Actuant Corporation	SPERRY	3,891,840
Actuant Electrical Inc.	TEC (Stylized)	1,369,946
Actuant Corporation	TECHMASTER	1,692,618
Actuant Electrical Inc.	TECO RUPTER	883,222
Actuant Electrical Inc.	TECO-HAMO	971,236
Actuant Corporation	THE INFLATABLES	3,369,247
Actuant Corporation	THE PROFESSIONAL'S CHOICE	1,697,142
Actuant Electrical, Inc.	TRIXFER	3,492,445
GB Tools and Supplies, Inc.	TRUE TAPE	940,930
Actuant Corporation	TURNER ELECTRIC	4,008,927
GB Tools and Supplies, Inc.	TWIN KIT (Stylized)	1,987,819
Actuant Corporation	UNI-LOK	2,030,596
Actuant Corporation	WINGGARD	3,397,657

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