

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337140

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KUSSMAUL ELECTRONICS COMPANY, INC.		04/01/2015	CORPORATION: NEW YORK
MISSION CRITICAL ELECTRONICS, INC.		04/01/2015	CORPORATION: DELAWARE
ROI DEVELOPMENT CORP.		04/01/2015	CORPORATION: DELAWARE
ASEA POWER SYSTEMS		04/01/2015	CORPORATION: CALIFORNIA
ASEA POWER SYSTEMS INTERNATIONAL, CORP.		04/01/2015	CORPORATION: WYOMING

RECEIVING PARTY DATA

Name:	PRAESIDIAN CAPITAL OPPORTUNITY FUND III, LP, AS AGENT
Street Address:	419 Park Avenue South
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	85479512	KE
Serial Number:	85479503	KUSSMAUL
Serial Number:	85479521	ENERGIZED AND READY, WHEN SECONDS COUNT
Serial Number:	77220368	KE
Serial Number:	77220315	AUTO EJECT
Serial Number:	74372489	AUTO CHARGE
Serial Number:	73536640	AUTO-PUMP
Serial Number:	76610175	NEWMAR
Serial Number:	73458707	NEWMAR
Serial Number:	73123930	NEWMAR
Serial Number:	73557223	RAILFAST
Registration Number:	4069856	ASEA
Registration Number:	4055473	A SEA POWER SYSTEMS

CH \$340.00 85479512

CORRESPONDENCE DATA**Fax Number:** 9175229970*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** (212) 735-8870**Email:** msegui@morrisoncohen.com**Correspondent Name:** Christopher D. Hopkins**Address Line 1:** 909 Third Avenue**Address Line 2:** c/o Morrison Cohen LLP**Address Line 4:** New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	020767-0032(SBUDOW)
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NAME OF SUBMITTER:	Christopher D. Hopkins
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SIGNATURE:	/Christopher D. Hopkins/
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DATE SIGNED:	04/02/2015
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Total Attachments: 5

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**AMENDED AND RESTATED
TRADEMARK ASSIGNMENT OF SECURITY**

WHEREAS, each of the undersigned grantors (each a “Grantor” and collectively, the “Grantors”), owns the marks shown under such Grantor’s name in the attached Schedule A (the “Marks”), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantors are obligated to PRAESIDIAN CAPITAL OPPORTUNITY FUND III, LP (“PCOF”) and various other financial institutions (collectively with PCOF, “Lenders”) and PCOF as agent for Lenders (“Agent”) pursuant to (i) an Amended and Restated Note and Securities Purchase Agreement and Security Agreement, dated the date hereof, among Agent, Lenders, Grantors and the other parties named therein and (ii) an Amended and Restated Trademark Collateral Security Agreement, dated the date hereof, made by Grantors in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the “Agreements”); and

WHEREAS, pursuant to the Agreements, each Grantor is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in such Grantor’s Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

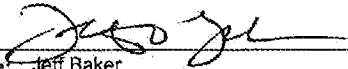
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Grantor does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Each Grantor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

[SIGNATURE PAGE FOLLOWS]

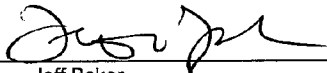
Dated: New York, New York
~~March~~, 2015
April 1

ROI DEVELOPMENT CORP., as a Grantor

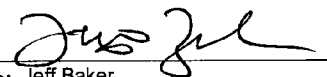
By: 
Name: Jeff Baker
Title: Vice President

[First Signature Page to Amended and Restated Trademark Assignment of Security]


KUSSMAUL ELECTRONICS COMPANY, INC.,
as a Grantor

By: 
Name: Jeff Baker
Title: Vice President


MISSION CRITICAL ELECTRONICS, INC., as a
Grantor

By: 
Name: Jeff Baker
Title: Vice President

ASEA POWER SYSTEMS

By: 
Name: Jeff Baker
Title: Vice President

ASEA POWER SYSTEMS INTERNATIONAL,
CORP.

By: 
Name: Jeff Baker
Title: Vice President

PRAESIDIAN CAPITAL OPPORTUNITY
FUND III, LP, as Agent

By: Praesidian Capital Opportunity GP III,
LLC, its General Partner

By: _____
Name:
Title:

[Second Signature Page to Amended and Restated Trademark Assignment of Security]

KUSSMAUL ELECTRONICS COMPANY, INC.,
as a Grantor

By: _____
Name:
Title:

MISSION CRITICAL ELECTRONICS, INC., as a
Grantor

By: _____
Name:
Title:

ASEA POWER SYSTEMS

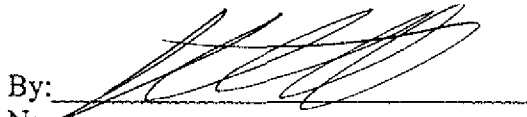
By: _____
Name:
Title:

ASEA POWER SYSTEMS INTERNATIONAL,
CORP.

By: _____
Name:
Title:

PRAESIDIAN CAPITAL OPPORTUNITY
FUND III, LP, as Agent

By: Praesidian Capital Opportunity GP III,
LLC, its General Partner

By: 
Name:
Title:

[Second Signature Page to Amended and Restated Trademark Assignment of Security]

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated March _____, 2015, by and between Grantors and PCOF, as Agent.

REGISTRATION OR APPLICATION NO.	COUNTRY	REGISTRATION OR FILING DATE	MARK
4641533/85479512	USA	11/22/11	KE
4374461/85479503	USA	11/22/11	Kussmaul
4511190/85479521	USA	11/22/11	Energized and Ready, When Seconds Count
3388486/77220368	USA	2/26/08	KE
3633357/77220315	USA	6/2/09	Auto Eject
1892965/74372489	USA	5/9/95	Auto Charge
1366356/73536640	USA	10/22/85	Auto-Pump
3,017,044 76/610,175	USA	11/22/2005 09/01/2004	Newmar (stylized words)
1,326,645 73/458,707	USA	03/26/1985 12/27/1983	Newmar
1,142,281 73/123,930	USA	12/09/1980 04/25/1977	Newmar
1,399,240 73/557,223	USA	07/01/1986 09/09/1985	Railfast
000116582	USA	09/22/1998 04/01/1996	Newmar (Foreign registration – CTM)
4069856	USA	12/13/2011	ASEA
4055473	USA	11/15/2011	ASEA POWER SYSTEMS and Design