

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338513

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First New England Capital III, L.P.		03/23/2015	LIMITED PARTNERSHIP:
RECEIVING PARTY DATA			
Name:	Unipower, LLC		
Street Address:	3900 Coral Ridge Drive		
City:	Coral Springs		
State/Country:	FLORIDA		
Postal Code:	33065		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1704698	UNIMOD	
Registration Number:	1939965	UNIFLEX	
Registration Number:	1002177	DELTRON	
Registration Number:	1681016	MODUFLEX	
Registration Number:	3961497	MINIMOD	
Registration Number:	3947930	THE POWER SOLUTION	
Registration Number:	2061258	POWERSPEED	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<i>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.</i>			
Phone:	6175701000		
Email:	tadmin@goodwinprocter.com		
Correspondent Name:	Ryan E. Thomas		
Address Line 1:	Goodwin Procter LLP		
Address Line 4:	Boston, MASSACHUSETTS 02109-2881		
ATTORNEY DOCKET NUMBER:	125616/202134		
NAME OF SUBMITTER:	Ryan E. Thomas		
SIGNATURE:	/RET/		

OP \$190.00 1704698

DATE SIGNED:	04/17/2015
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Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made this 23rd day of March, 2015 (the "Release Date") by First New England Capital III, L.P. (the "Purchaser"), for the benefit of Unipower, LLC, a Delaware limited liability company (the "Grantor").

WHEREAS, the Grantor has entered into that certain Note Purchase Agreement, dated as of December 29, 2011 with the Purchaser and MB Capital Fund III, LLC (together with the Purchaser, the "Note Holders") (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Note Purchase Agreement");

WHEREAS, the Grantor has entered into that certain Trademark Security Agreement, dated as of December 29, 2011 with the Note Holders (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"), pursuant to which the Grantor granted to the Purchaser and its successors and assigns, for its and their benefit, as security for the Obligations of the Grantor, a continuing security interest in all right, title and interest of the Grantor in, to and under the following, whether then existing or thereafter created or acquired:

- (1) each trademark, service mark, trademark application and service mark application, including, without limitation, each trademark, service mark, trademark application and service mark application referred to in Schedule 1 annexed hereto, together with any and all goodwill associated therewith;
- (2) each trademark license and service mark license, including, without limitation, each trademark license and service mark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products, proceeds and goodwill of, or associated with, the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark or service mark, including, without limitation, any trademark or service mark referred to in Schedule 1 annexed hereto, any trademark or service mark issued pursuant to a trademark application or a service mark application referred to in Schedule 1 and any trademark or service mark licensed under any trademark license or service mark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

WHEREAS, the Purchaser has filed with the United States Patent and Trademark Office (the "USPTO") notices of security interests in the Trademark Collateral; and

WHEREAS, the Grantor has paid all outstanding amounts currently owing under the Note Purchase Agreement and the other financing documents executed in connection therewith and has requested that the Purchaser release its security interest in the Trademark Collateral.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Purchaser agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, the Purchaser hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Trademark Collateral granted by the Grantor under the Security Agreement.

2. Recordation of Release. The Purchaser understands and agrees that this Release may be recorded by or for the Grantor with the USPTO.

3. Further Actions. The Purchaser further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Grantor and the cost and expense of such documents and actions shall be borne solely by the Grantor.


4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Note Purchase Agreement and/or the Security Agreement, as applicable.

[Signature pages follow]

IN WITNESS WHEREOF, the Purchaser has caused this Release to be executed by its duly authorized officer as of the Release Date.

FIRST NEW ENGLAND CAPITAL III, L.P.

By: FNEC III Managers, LLC, its General Partner

By: 
Name: RICHARD M. KELLY
Title: MANAGING DIRECTOR

Schedule 1

Trademark Collateral

Trademarks, Trademark Applications and Trademark Licenses

Trademark Registration Number	Trademark Application Number	Date of Application	Date of Registration	License
1,704,698	74-205,044	09-19-1991	08-04-1992	None
1,939,965	74-618,369	01-05-1995	12-05-1995	None
1,002,177		05-15-1969	01-21-1975	None
1,681,016		08-16-1990	03-31-1992	None
3,961,497		09-15-2010	05-17-2011	None
3,947,930		09-15-2010	04-19-2011	None

Service Marks, Service Mark Applications and Service Mark Licenses

Service Mark Registration Number	Service Mark Application Number	Date of Application	Date of Registration	License
2,061,258	75-112,129	5-31-96	5-13-97	None