

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM374122

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
POWER PRODUCTS UNLIMITED, INC.		02/19/2016	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PRAESIDIAN CAPITAL OPPORTUNITY FUND III, LP, AS AGENT		
<b>Street Address:</b>	419 Park Avenue South		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86784602	POWER PRODUCTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127358708		
<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>			
<b>Phone:</b>	212 735-8668		
<b>Email:</b>	msegui@morrisoncohen.com		
<b>Correspondent Name:</b>	Stephen I. Budow		
<b>Address Line 1:</b>	909 Third Avenue, 27th floor		
<b>Address Line 2:</b>	c/o Morrison Cohen LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	020767-0032(SBUDOW)		
<b>NAME OF SUBMITTER:</b>	Stephen I. Budow		
<b>SIGNATURE:</b>	/Stephen I. Budow/		
<b>DATE SIGNED:</b>	02/23/2016		
<b>Total Attachments: 5</b>			
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## 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) a Second 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) a Second Amended and Restated Trademark Collateral Security Agreement, dated the date hereof, made by Grantors and the other parties named therein 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  
February 19, 2016


MISSION CRITICAL ELECTRONICS, INC., as a  
Grantor

By:   
Name: Jeff Baker  
Title: Vice President


ROI DEVELOPMENT CORP., as a Grantor

By:   
Name: Jeff Baker  
Title: Vice President

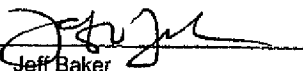
KUSSMAUL ELECTRONICS COMPANY, INC.,  
as a Grantor

By:   
Name: Jeff Baker  
Title: Vice President

ASEA POWER SYSTEMS, as a Grantor


By:   
Name: Jeff Baker  
Title: Vice President

ASEA POWER SYSTEMS INTERNATIONAL,  
CORP., as a Grantor


By:   
Name: Jeff Baker  
Title: Vice President

[First Signature Page to Trademark Assignment of Security]

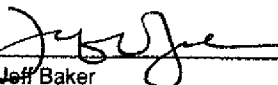
AMERICAN BATTERY CHARGING, INC., as a  
Grantor

By:   
Name: Jeff Baker  
Title: Vice President

POWER PRODUCTS UNLIMITED, INC., as a  
Grantor

By:   
Name: Jeff Baker  
Title: Vice President

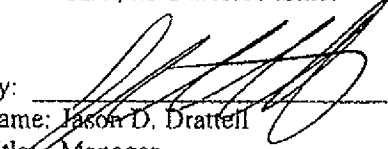
MULTIPLIER INDUSTRIES, LLC, as a Grantor

By:   
Name: Jeff Baker  
Title: Vice President

[Second Signature Page to Trademark Assignment of Security]

PRAESIDIAN CAPITAL OPPORTUNITY  
FUND III, LP, as Agent

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

By:   
Name: Jason D. Drattell  
Title: Manager

[Third Signature Page to Trademark Assignment of Security]

**SCHEDULE A**

Schedule A to a Trademark Assignment of Security dated February 19, 2016, by and between Grantors and PCOF, as Agent.

REGISTRATION OR APPLICATION NO.	COUNTRY	REGISTRATION OR FILING DATE	MARK
2614793	USA	9/3/2002	American Battery Charging ABC
1648035	USA	6/18/1991	EZ Automatic Battery Charger
86/784602	USA	10/12/2015 (application filing date)	Power Products
4559814	USA	7/1/2014	Multiplier
1772868	USA	9/21/1992	Multiplier
UK00001437942	UK	8/24/1990	Multiplier
UK00003030854	UK	11/15/2013	Multiplier