

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM379582

<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>
Dynapower Company LLC		03/31/2016	Limited Liability Company: DELAWARE
DP Acquisition Corporation		03/31/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank		
<b>Street Address:</b>	222 South Riverside Plaza, 30th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4201702	DYNAPOWER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125778994		
<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>	312-902-5200		
<b>Email:</b>	deborah.wing@kattenlaw.com		
<b>Correspondent Name:</b>	Deborah Wing c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	210196-00146/DYNAPOWER		
<b>NAME OF SUBMITTER:</b>	Deborah A. Wing		
<b>SIGNATURE:</b>	/DAW/		
<b>DATE SIGNED:</b>	04/06/2016		
<b>Total Attachments: 6</b>			
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FIRST AMENDMENT TO GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

This First Amendment to Grant of Security Interest in Trademarks and Patents dated as of March 31, 2016 (this “Amendment”), is made by and among Dynapower Company LLC and DP Acquisition Corporation (collectively, the “Grantors”) and Fifth Third Bank, as Agent for the Lenders (“Agent”).

RECITALS

WHEREAS, Grantors and Agent are parties to that certain Grant of Security Interest in Trademarks and Patents dated as of December 28, 2012 and recorded on January 22, 2013 in Reel 004946, Frame 0434 in the United States Patent and Trademark Office, (as the same may be amended, restated or modified from time to time, the “IP Security Agreement”);

WHEREAS, the parties hereto desire to execute this Amendment for the purpose of amending the IP Security Agreement to reflect additional Trademarks and Patents of Grantors in which Agent has been granted a lien.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Agent hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the IP Security Agreement.

2. Amendment of Trademark Agreement. The IP Security Agreement is hereby amended such that the Trademarks and Patents in which Agent has been granted a lien to secure the Obligations shall include the Trademarks and Patents listed and described on Attachment I hereto,. Except as amended hereby, the IP Security Agreement remains unchanged and in full force and effect.

3. Severability. Whenever possible, each provision of this Amendment will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Amendment is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Amendment. In addition, in the event any provision of or obligation under this Amendment is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

4. Section Titles. Section and Subsection titles in this Amendment are included for convenience of reference only, do not constitute a part of this Amendment for any other purpose, and have no substantive effect.

5. Successors and Assigns. This Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. APPLICABLE LAW. THIS AMENDMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

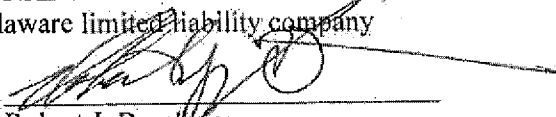
7. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Agreement.

[remainder of page intentionally left blank; signature page follows]

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

**GRANTORS:**

**DYNAPOWER COMPANY LLC**, a  
Delaware limited liability company

By   
Robert J. Bruckmann  
Chief Financial Officer

**DP ACQUISITION CORPORATION**, a  
Delaware corporation

By \_\_\_\_\_  
John H. Underwood  
Vice President and Secretary

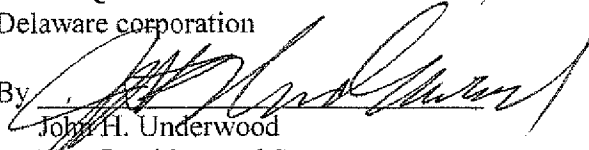
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written

**GRANTORS:**

**DYNAPOWER COMPANY LLC, a**  
Delaware limited liability company

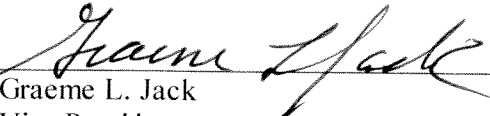
By \_\_\_\_\_  
Robert J. Bruckmann  
Chief Financial Officer

**DP ACQUISITION CORPORATION, a**  
Delaware corporation

By   
John H. Underwood  
Vice President and Secretary

**AGENT:**

**FIFTH THIRD BANK, as Agent**

By   
Graeme L. Jack  
Vice President

ATTACHMENT 1

U.S. FEDERAL TRADEMARKS

Grantor	Mark	Application No.	Application Date	Registration No.	Registration Date
Dynapower Company LLC	DYNAPOWER	85517558	16-JAN-2012	4201702	04-SEP-2012

U.S. FEDERAL PATENTS

Grantor	Title	Application No.	Application Date	Patent No.	Patent Date
Dynapower Company LLC		62188278			
Dynapower Company LLC		62188282			