

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Schumacher Electric, Inc.		09/30/2013	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Cole Taylor Bank
Street Address:	225 W. Washington Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4363563	SCHUMACHER ELECTRIC
Registration Number:	3806182	AUTO VOLTAGE DETECTION
Registration Number:	3802529	MICROPROCESSOR CONTROLLED
Registration Number:	3802494	SCHUMACHER ELECTRIC CORP. SINCE 1947
Registration Number:	3441976	DYNACHARGE
Registration Number:	3375811	FARM & RANCH
Registration Number:	3375810	MITYMITE
Registration Number:	3375809	CHARGE XPRESS
Registration Number:	3380821	SIGNATURE SERIES
Registration Number:	3009741	COMPUTER SMART
Registration Number:	2957961	CHARGE 'N RIDE
Registration Number:	2953850	SPEEDCHARGE
Registration Number:	2895635	SCHUMACHER
Registration Number:	2460511	BATTERY COMPANION

OP \$390.00 4363563

Registration Number:

1880485

SHIP 'N SHORE

CORRESPONDENCE DATA

Fax Number:

3122226379

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email:

mhays@agdglaw.com

Correspondent Name:

Mary Vidal Hays

Address Line 1:

330 N. Wabash, Ste. 1700

Address Line 4:

Chicago, ILLINOIS 60611

NAME OF SUBMITTER:

Mary Vidal Hays

Signature:

/Mary Vidal Hays/

Date:

10/04/2013

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 30, 2013, by **SCHUMACHER ELECTRIC , INC.**, an Illinois corporation ("Grantor"), and **COLE TAYLOR BANK**, an Illinois banking corporation, its successors and/or assigns ("Bank").

RECITALS

A. The Grantor has entered into that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Bank, pursuant to which the Bank has agreed to make secured loans to, and issue or participate in letters of credit for the account of, Grantor.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Bank this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Bank a security interest in substantially all of the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

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

reissues, continuations or extensions thereof and all goodwill associated therewith;

- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

SCHUMACHER ELECTRIC CORPORATION, an Illinois corporation

By: *John Waldron*
Name: John Waldron
Title: President

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

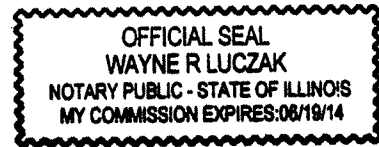
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that JOHN WALDRON, the PRESIDENT of Schumacher Electric Corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 27TH day of September, 2013.

Wayne R Luczak
Notary Public

Agreed and accepted:

COLE TAYLOR BANK, an Illinois banking association



By: *John J Kelly*
Name: John J. Kelly
Title: GSVP

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications And Trademark Licenses

Grantor	Trademark	Trademark Serial Number	Trademark Registration Number	Date of Registration
Schumacher Electric Corporation	SCHUMACHER ELECTRIC	85667918	4363563	07/09/2013
SAME	AUTO VOLTAGE DETECTION	77844783	3806182	06/22/2010
SAME	MICROPROCESSOR CONTROLLED	77847724	3802529	06/15/2010
SAME	SCHUMACHER ELECTRIC CORP. SINCE 1947	77844292	3802494	06/15/2010
SAME	DYNACHARGE	77196853	3441976	06/03/2008
SAME	FARM & RANCH	77206825	3375811	01/29/2008
SAME	MITYMITE	77206818	3375810	01/29/2008
SAME	CHARGE XPRESS	77206148	3375809	01/29/2008
SAME	SIGNATURE SERIES	77196978	3380821	02/12/2008
SAME	COMPUTER SMART	78251866	3009741	10/25/2005
SAME	CHARGE 'N RIDE	78206749	2957961	05/31/2005
SAME	SPEEDCHARGE	78247073	2953850	05/17/2005
SAME	SCHUMACHER	78290275	2895635	10/19/2004
SAME	BATTERY COMPANION	75900352	2460511	06/12/2001
SAME	SHIP 'N SHORE	74500082	1880485	02/28/1995

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

Grantor	Patent	Patent Number	Patent Serial Number	Date Patent Issued	Date of Patent Application
Schumacher Electric Corporation	BATTERY CHARGER (Ornamental Design)	D528,978S	29/205,374	09/26/2006	05/12/2004
SAME	BATTERY CHARGER	D518,435S	29/205,314	04/04/2006	05/12/2004
SAME	BATTERY CHARGER	D518,769S	29/205,311	04/11/2006	05/12/2004
SAME	SYSTEM AND METHOD FOR CHARGING BATTERIES	7,528,579	10/925,073	05/05/2009	08/24/2004
SAME	SYSTEM AND METHOD FOR CHARGING BATTERIES	7,808,211	12/415,337	10/05/2010	03/31/2009
SAME	SYSTEM AND METHODS FOR CHARGING BATTERIES		2,543,461		10/01/2004
SAME	SYSTEM AND METHODS FOR CHARGING BATTERIES		200480038570.4		10/01/2004
SAME	ALUMINUM WOUND TRANSFORMER	7,423,853	11/450,003	09/09/2008	06/09/2006
SAME	ALUMINUM WOUND TRANSFORMER		2,591,103		06/08/2007
SAME	BATTERY CHARGER AND METHOD UTILIZING ALTERNATING DC CHARGING CURRENT		2,615,141		07/14/2006
SAME	BATTERY CHARGER AND METHOD UTILIZING ALTERNATING DC CHARGING CURRENT		200680025856.8		07/14/2006
SAME	BATTERY CHARGER AND METHOD UTILIZING ALTERNATING DC CHARGING CURRENT		08111887.5		10/29/2008
SAME	BATTERY CHARGER AND METHOD UTILIZING ALTERNATING DC CHARGING CURRENT		MX/A/2008/000624		07/14/2006
SAME	RV CONVERTER WITH CURRENT MODE AND VOLTAGE MODE SWITCHING	7,515,444	11/590,158	04/07/2009	10/31/2006
SAME	RV CONVERTER WITH CURRENT MODE AND VOLTAGE MODE SWITCHING	7,782,636	12/370,142	03/01/2011	02/12/2009

Grantor	Patent	Patent Number	Patent Serial Number	Date Patent Issued	Date of Patent Application
SAME	RV CONVERTER WITH CURRENT MODE AND VOLTAGE MODE SWITCHING	7,898,832	12/725,668	11/16/2010	03/17/2010
SAME	SOFTWARE THERMAL RUNAWAY PROTECTION	7,834,593	12/040,577	11/16/2010	02/29/2008
SAME	SOFTWARE THERMAL RUNAWAY PROTECTION				
SAME	SOFTWARE THERMAL RUNAWAY				
SAME	WHEELED CART	D592,374S	29/324,408	05/12/2009	09/11/2008
SAME	WHEELED CART	325119	10701/2009	03/13/2009	03/10/2009
SAME	WHEELED CART	129,885	129,885	12/15/2009	03/09/2009
SAME	WHEELED CART	001104384-0001	001104384-0001	04/09/2009	03/06/2009
SAME	WHEELED CART	30277	MX/02009/000425	02/03/2010	03/11/2009
SAME	BATTERY CHARGER WITH AUTOMATIC VOLTAGE DETECTION		PCT/US10/041144		
SAME	JUMP STARTER	D624,496S	29/340,319	09/28/2010	07/16/2009
SAME	JUMP STARTER	133726	133,726	08/11/2010	01/14/2010
SAME	JUMP STARTER	32520	MX/02010/000106	01/15/2010	01/15/2010
SAME	BATTERY CHARGER (X-LINE)	D635,089S	29/354,851	03/29/2011	01/29/2010
SAME	BATTERY CHARGER (X-LINE)	136502		03/03/2011	
SAME	BATTERY CHARGER (X-LINE)	D625,255S	29/354,853	10/12/2010	01/29/2010
SAME	BATTERY CHARGER (X-LINE)	136504		01/03/2011	01/29/2010
SAME	JUMP STARTER (X-LINE)	D653,612	29/354,859	02/07/2012	01/29/2010
SAME	JUMP STARTER (X-LINE)				
SAME	BATTERY CHARGER (X-LINE)	D635,090	29/354,879	03/29/2011	01/29/2010
SAME	BATTERY CHARGER (X-LINE)	136506		01/03/2011	01/29/2010
SAME	POWER INVERTER (X-LINE)	D627,719S	29/354,887	11/23/2010	01/29/2010
SAME	POWER INVERTER (X-LINE)				
SAME	POWER INVERTER (X-LINE)	D627,720S	29/354,897	11/23/2010	01/29/2010
SAME	POWER INVERTER (X-LINE)	136508		03/08/2011	
SAME	BATTERY CLAMP (X-LINE)	D625,265S	29/354,902	10/12/2010	01/29/2010
SAME	BATTERY CLAMP (X-LINE)	136509		03/10/2011	
SAME	BATTERY CHARGER (X-LINE)	D653,203	29/356,065	01/31/2012	02/19/2010
SAME	BATTERY CHARGER (X-LINE)	136510		01/03/2011	02/19/2010
SAME	ITEMS 41-48 ABOVE (ALL X-LINE)	001228381-00001/00013	001228381-0001/0013	09/09/2010	07/29/2010
SAME	BATTERY CHARGER (X-LINE)	D653,204	29/375,140	01/31/2012	02/19/2010
SAME	BATTERY BOOSTER PACK	D654,864	29/397,223	02/28/2012	07/13/2011
SAME	BATTERY BOOSTER PACK	D654,863	29/397,220	02/28/2012	07/13/2011

Grantor	Patent	Patent Number	Patent Serial Number	Date Patent Issued	Date of Patent Application
SAME	JUMP STARTER	D654,865	29/354,859	02/28/2012	07/20/2011
SAME	BATTERY CHARGER AND METHOD UTILIZING ALTERNATING DC CHARGING CURRENT	8,237,412	11/487,071	08/07/2012	07/14/2007
SAME	BATTERY CHARGER WITH AUTOMATIC VOLTAGE DETECTION	20110012561	12/504,223		07/16/2009
SAME	HYBRID BATTERY CHARGER		13/659,412		10/24/2012
SAME	INTERCONNECT DEVICE FOR DETECTING WHETHER A VEHICLE ON-BOARD DIAGNOSTICS (OBD) DATA PORT INCLUDES CIRCUITRY WHICH PREVENTS BACK FEEDING OF POWER THROUGH THE OBD DATA PORT		13/799,506		03/13/2013