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
Jefferson Electric, Inc.		06/28/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal, acting through its Chicago branch
Street Address:	100 King Street West
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5X 1A1
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4124485	JEFFERSON ELECTRIC
Registration Number:	4124484	JEFFERSON
Registration Number:	3095087	SOLARTRAN TANNING BED TRANSFORMERS
Registration Number:	2179377	JEFFERSON ELECTRIC

CORRESPONDENCE DATA

Fax Number: 3128035299

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

via US Mail.

Phone: (312) 845-3430
Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 4118824

TRADEMARK REEL: 005060 FRAME: 0773 A12AA85

CH \$115.00

DOMESTIC REPRESENTATIVE	
Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	07/01/2013
Total Attachments: 4 source=3421408#page1.tif source=3421408#page2.tif source=3421408#page3.tif source=3421408#page4.tif	

TRADEMARK
REEL: 005060 FRAME: 0774

TRADEMARK COLLATERAL AGREEMENT

This 28th day of June, 2013, JEFFERSON ELECTRIC, INC., a Delaware corporation ("Debtor") with its principal place of business and mailing address at 9650 South Franklin Drive, Franklin, Wisconsin 53132-8847, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch, with its mailing address at 100 King Street West, Toronto, Ontario M5X 1A1, and its successors and assigns ("Secured Party"), and grants to Secured Party a continuing security interest in, the following property:

- (i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and
- (ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith by and among Debtor, Pioneer Power Solutions, Inc., Pioneer Critical Power Inc. and Secured Party, as the same may be amended, modified, or restated from time to time (the "Security Agreement").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

3413071.01.04.B.doc 4118824 IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

JEFFERSON ELECTRIC, INC.

Name Andrew Minkow
Title Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, acting through its Chicago branch

Ву	
Name	
Title	

[Signature Page to Trademark Collateral Agreement]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

JEFFERSON ELECTRIC, INC.

Ву	
Name	
Title_	

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, acting through its Chicago branch

3v

Name: Larry Allan Swiniarski

Title: Director

[Signature Page to Trademark Collateral Agreement]

SCHEDULE A TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS

Marks	REG. NO.	Granted
Jefferson Electric	4124485	4/10/2012
Jefferson	4124484	4/10/2012
Solartran Tanning Bed	3095087	5/23/2006
Transformers		
Jefferson Electric	2179377	8/4/1998

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK SERIAL NO. FILED

TRADEMARK
REEL: 005060 FRAME: 0778

RECORDED: 07/01/2013