

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409818

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |
| <b>SEQUENCE:</b>             | 2                 |

## CONVEYING PARTY DATA

| Name                         | Formerly | Execution Date | Entity Type                                 |
|------------------------------|----------|----------------|---|
| Power Products, LLC          |          | 12/20/2016     | Limited Liability Company:<br>DELAWARE      |
| Blue Sea Systems, Inc.       |          | 12/20/2016     | Corporation: WASHINGTON                     |
| Professional Mariner, L.L.C. |          | 12/20/2016     | Limited Liability Company:<br>NEW HAMPSHIRE |
| Lenco Marine Solutions, LLC  |          | 12/20/2016     | Limited Liability Company:<br>FLORIDA       |

## RECEIVING PARTY DATA

|                        |   |
|------------------------|---|
| <b>Name:</b>           | Wilmington Trust, National Association, as Administrative Agent |
| <b>Street Address:</b> | 1100 North Market Street  |
| <b>City:</b>           | Wilmington  |
| <b>State/Country:</b>  | DELAWARE  |
| <b>Postal Code:</b>    | 19890   |
| <b>Entity Type:</b>    | National Banking Association: UNITED STATES                     |

## PROPERTY NUMBERS Total: 65

| Property Type  | Number   | Word Mark              |
|----------------|----------|------------------------|
| Serial Number: | 87233522 | WEEKENDER BY PARKPOWER |
| Serial Number: | 87113510 | ANCOR MARINE GRADE     |
| Serial Number: | 87089292 | NICRO                  |
| Serial Number: | 87089385 | ON BOARD SOLUTIONS     |
| Serial Number: | 87089392 | AFI                    |
| Serial Number: | 87088468 | GO ANYWHERE            |
| Serial Number: | 87088473 | SURE EJECT             |
| Serial Number: | 86965733 | MARINCO                |
| Serial Number: | 86799274 | POWER PRODUCTS         |
| Serial Number: | 86980550 | CREATIVE SOLUTIONS     |
| Serial Number: | 86616515 | CREATIVE SOLUTIONS     |
| Serial Number: | 86529612 | CZONE                  |
| Serial Number: | 86426183 | GB                     |

CH \$1640.00 87233522

| Property Type  | Number   | Word Mark                               |
|----------------|----------|---|
| Serial Number: | 86426190 | GARDNER BENDER                          |
| Serial Number: | 86233757 | GB XTREME                               |
| Serial Number: | 86075201 | PROMAR DIGITAL ENERGY SAVING TECHNOLOGY |
| Serial Number: | 85878934 | MASS COMBI                              |
| Serial Number: | 85681761 | DC D E L C I T Y                        |
| Serial Number: | 85594336 | RVEEL BY MARINCO DETACHABLE POWER       |
| Serial Number: | 85541461 | BLUE SEA SYSTEMS                        |
| Serial Number: | 85476220 | EEL BY MARINCO SHOREPOWER               |
| Serial Number: | 85171579 | CONNECTPRO                              |
| Serial Number: | 77901494 | BEP                                     |
| Serial Number: | 77745309 | SPERRY                                  |
| Serial Number: | 77745319 | DURABLE. ACCURATE. SAFE.                |
| Serial Number: | 77713571 | CABLE WRAPTOR                           |
| Serial Number: | 77465455 | CIRCUIT ALERT                           |
| Serial Number: | 77393841 | MARINCO                                 |
| Serial Number: | 77393860 | SEALINK                                 |
| Serial Number: | 77210802 | WINGGARD                                |
| Serial Number: | 77040756 | BLUE SEA SYSTEMS                        |
| Serial Number: | 77040790 | BLUE SEA SYSTEMS                        |
| Serial Number: | 78943108 | CALTERM                                 |
| Serial Number: | 78828285 | CABLE BOSS                              |
| Serial Number: | 78525524 | BATTERYLINK                             |
| Serial Number: | 78525517 | WEATHERDECK                             |
| Serial Number: | 78273681 | BIG BEN                                 |
| Serial Number: | 78225051 | TRANSFER-ON-DEMAND                      |
| Serial Number: | 78214832 | ARMOREDGE                               |
| Serial Number: | 78210235 | DISTRIBUTED-ON-DEMAND                   |
| Serial Number: | 76271745 | PROMARINER                              |
| Serial Number: | 75743115 | PARKPOWER                               |
| Serial Number: | 75724345 | BLUE SEA SYSTEMS                        |
| Serial Number: | 75423085 | POWERCORD PLUS                          |
| Serial Number: | 75334563 | CHARGE PRO                              |
| Serial Number: | 75262658 | BATES                                   |
| Serial Number: | 75013031 | HEX-LOK                                 |
| Serial Number: | 74666713 | DOUBLELOCK                              |
| Serial Number: | 74522684 | UNI-LOK                                 |
| Serial Number: | 74403211 | TWIN KIT                                |
| Serial Number: | 74128943 | THE PROFESSIONAL'S CHOICE               |

| Property Type  | Number   | Word Mark     |
|----------------|----------|---------------|
| Serial Number: | 74085575 | TECHMASTER    |
| Serial Number: | 73759148 | POCKET-PRO    |
| Serial Number: | 73734301 | EEGOR         |
| Serial Number: | 73552411 | FAST WIRING   |
| Serial Number: | 73552443 | FAST WIRING   |
| Serial Number: | 73354675 | CYCLONE       |
| Serial Number: | 73093494 | GB            |
| Serial Number: | 73034503 | GUEST         |
| Serial Number: | 73034504 | GUEST         |
| Serial Number: | 72412113 | JET LINE      |
| Serial Number: | 72378068 | TRUE TAPE     |
| Serial Number: | 72186049 | EJECT-O-MATIC |
| Serial Number: | 77819498 | AUTO GLIDE    |
| Serial Number: | 77119909 | LENCO MARINE  |

**CORRESPONDENCE DATA**

**Fax Number:** 2123037064  
*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.*

**Phone:** 212.318.6824  
**Email:** christinedionne@paulhastings.com  
**Correspondent Name:** Christine Dionne c/o Paul Hastings LLP  
**Address Line 1:** 200 Park Avenue  
**Address Line 2:** 28th Floor  
**Address Line 4:** New York, NEW YORK 10166

|                                |                    |
|--------------------------------|--------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 78436.00223        |
| <b>NAME OF SUBMITTER:</b>      | Christine Dionne   |
| <b>SIGNATURE:</b>              | /Christine Dionne/ |
| <b>DATE SIGNED:</b>            | 12/21/2016         |

**Total Attachments: 17**  
source=Thunderstruck - Second Lien IP Security Agreement (EXECUTED)#page1.tif  
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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent (as defined below), pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of December 20, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among *inter alios* Holdings (as defined below), the Borrower (as defined below), Royal Bank of Canada, as First Lien Credit Agreement Agent (as defined therein), and Wilmington Trust, National Association, as Second Lien Credit Agreement Agent (as defined therein), and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

## SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 20, 2016, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by Power Products, LLC, a Delaware limited liability company, Blue Sea Systems, Inc., a Washington corporation, Professional Mariner, L.L.C., a New Hampshire limited liability company, and Lenco Marine Solutions, LLC, a Florida limited liability company, each a “Grantor”) in favor of Wilmington Trust, National Association, as administrative agent and as collateral agent (together with its successors in such capacities, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of December 20, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), by and among, *inter alios*, the Loan Parties party thereto and the Administrative Agent, pursuant to which the Grantors have granted a security interest to the Administrative Agent in the IP Collateral (as defined below) and are required to execute and deliver this Agreement. The Second Lien Lenders (as defined below) have extended credit to the Borrower (as defined in Second Lien Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of December 20, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Second Lien Credit Agreement”), by and among, *inter alios*, Thunder Merger Sub II, LLC, a Delaware limited liability company (“Initial Holdings”), which immediately following consummation of the Acquisition on the Closing Date will be merged (the “Holdings Merger”) with and into Power Products Midco, LLC, a Delaware limited liability company (“Power Products Midco”), with Power Products Midco as the survivor of the Holdings Merger (“Holdings”), Thunder Merger Sub III, LLC, a Delaware limited liability company (the “Initial Borrower”), which immediately following the consummation of the Acquisition on the Closing Date will be merged (the “Borrower Merger”) with and into Power Products, LLC, a Delaware limited liability company (“Power Products”), with Power Products as the survivor of the Borrower Merger (the “Borrower”), the Administrative Agent and Apollo Investment Management, L.P., as arranger agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Second Lien Credit Agreement, as applicable, and the rules of construction set forth in Section 1.03 of the Second Lien Credit Agreement apply as if set forth fully herein.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, hereby grants to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter

acquired by or arising in favor of such Grantor (collectively, the “**IP Collateral**”; provided, however, that notwithstanding anything to the contrary in this Agreement, the IP Collateral shall not include any Excluded Asset):

A. all United States Trademark registrations and applications for Trademark registration filed with the United States Patent and Trademark Office listed on Schedule I hereto;

B. all issued United States Patents and pending Patent applications filed with the United States Patent and Trademark Office listed on Schedule II hereto;

C. all United States Copyright registrations and pending applications for Copyright registration filed with the United States Copyright Office listed on Schedule III; and

D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term “Collateral” (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of “Excluded Assets” in the Second Lien Credit Agreement, the Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be.

**SECTION 3. Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

**SECTION 4. Governing Law.** This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles that would result in the application of any law other than the law of the State of New York.

**SECTION 5. Termination or Release.** (a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by each relevant Grantor hereunder shall be automatically released and each relevant Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.22, in each case, of the Second Lien Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Administrative Agent shall promptly execute (if applicable) and deliver to any Grantor, at such Grantor’s expense, all UCC termination statements, security interest termination and release agreements for filing with the United States Patent and Trademark Office or United States Copyright Office, as applicable, and similar documents that such Grantor shall reasonably request, and approve of, to evidence and/or effectuate, in each case, such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or representation or warranty by the Administrative Agent or any other Secured Party. The Borrower shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Second Lien Credit Agreement.

(c) The Administrative Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Collateral by it in accordance with (or which the Administrative Agent in good faith believes to be in accordance with) the terms of this Section 5.

SECTION 6. *Counterparts*. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7. **INTERCREDITOR AGREEMENT GOVERNS.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE ADMINISTRATIVE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT AND THE OTHER SECURED PARTIES WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Upon consummation of the Closing Date Mergers, each of the following hereby executes this Agreement as a Grantor.

POWER PRODUCTS, LLC  
BLUE SEA SYSTEMS, INC.  
PROFESSIONAL MARINER, L.L.C.  
LENCO MARINE SOLUTIONS, LLC

By:   
Name: Adam McMahon  
Title: Chief Financial Officer and Secretary




**WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Administrative Agent**

By: J. Anderson  
Name: Jennifer Anderson  
Title: Assistant Vice President



**SCHEDULE I**


U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK REGISTRATION

|     | <b>Title</b>  | <b>Application Number</b> | <b>Application Date</b> | <b>Registration Number</b> | <b>Registration Date</b> | <b>Record Owner</b> |
|-----|---|---------------------------|-------------------------|----------------------------|--------------------------|---------------------|
| 1.  | WEEKENDER BY PARKPOWER  | 87233522                  | 11/11/2016              | Pending                    | Pending                  | Power Products, LLC |
| 2.  | ANCOR MARINE GRADE  | 87113510                  | 7/22/2016               | Pending                    | Pending                  | Power Products, LLC |
| 3.  | NICRO   | 87089292                  | 6/30/2016               | Pending                    | Pending                  | Power Products, LLC |
| 4.  | ON BOARD SOLUTIONS  | 87089385                  | 6/30/2016               | 5082410                    | 11/15/2016               | Power Products, LLC |
| 5.  | AFI   | 87089392                  | 6/30/2016               | 5082411                    | 11/15/2016               | Power Products, LLC |
| 6.  | GO ANYWHERE   | 87088468                  | 6/29/2016               | Allowed                    | Allowed                  | Power Products, LLC |
| 7.  | SURE EJECT  | 87088473                  | 6/29/2016               | Allowed                    | Allowed                  | Power Products, LLC |
| 8.  | MARINCO   | 86965733                  | 4/6/2016                | Published/<br>Pending      | Published/<br>Pending    | Power Products, LLC |
| 9.  |  | 86799274                  | 10/26/2015              | 4992355                    | 7/5/2016                 | Power Products, LLC |
| 10. | CREATIVE SOLUTIONS  | 86980550                  | 5/1/2015                | Allowed/<br>Accepted       | Allowed/<br>Accepted     | Power Products, LLC |
| 11. | CREATIVE SOLUTIONS  | 86616515                  | 5/1/2015                | Allowed                    | Allowed                  | Power Products, LLC |
| 12. | CZONE   | 86529612                  | 2/10/2015               | 4830554                    | 10/13/2015               | Power Products, LLC |

|     | Title  | Application Number | Application Date | Registration Number | Registration Date | Record Owner                 |
|-----|--|--------------------|------------------|---------------------|-------------------|------------------------------|
| 13. | GB   | 86426183           | 10/16/2014       | 4876805             | 12/29/2015        | Power Products, LLC          |
| 14. | GARDNER BENDER   | 86426190           | 10/16/2014       | 4853976             | 11/17/2015        | Power Products, LLC          |
| 15. | GB XTREME  | 86233757           | 3/27/2014        | 4624769             | 10/21/2014        | Power Products, LLC          |
| 16. | PROMAR DIGITAL ENERGY SAVING TECHNOLOGY BC CEC LISTED<br> | 86075201           | 9/26/2013        | 4739900             | 5/19/2015         | Professional Mariner, L.L.C. |
| 17. | MASS COMBI   | 85878934           | 3/18/2013        | 4421630             | 10/22/2013        | Power Products, LLC          |
| 18. | DC DEL CITY<br>   | 85681761           | 7/19/2012        | 4398722             | 9/10/2013         | Power Products, LLC          |
| 19. | RVEEL BY MARINCO DETACHABLE POWER<br>                   | 85594336           | 4/11/2012        | 4365703             | 7/9/2013          | Power Products, LLC          |
| 20. | BLUE SEA SYSTEMS<br>                                    | 85541461           | 2/13/2012        | 4440832             | 11/26/2013        | BLUE SEA SYSTEMS, INC.       |
| 21. | EEL BY MARINCO SHOREPOWER<br>                           | 85476220           | 11/18/2011       | 4339506             | 5/21/2013         | Power Products, LLC          |

|     | <b>Title</b>             | <b>Application Number</b> | <b>Application Date</b> | <b>Registration Number</b> | <b>Registration Date</b> | <b>Record Owner</b>    |
|-----|--------------------------|---------------------------|-------------------------|----------------------------|--------------------------|------------------------|
| 22. | CONNECTPRO               | 85171579                  | 11/8/2010               | 4086300                    | 1/17/2012                | Power Products, LLC    |
| 23. | BEP                      | 77901494                  | 12/28/2009              | 4020122                    | 8/30/2011                | Power Products, LLC    |
| 24. | SPERRY                   | 77745309                  | 5/27/2009               | 3891840                    | 12/21/2010               | Power Products, LLC    |
| 25. | DURABLE. ACCURATE. SAFE. | 77745319                  | 5/27/2009               | 4261670                    | 12/18/2012               | Power Products, LLC    |
| 26. | CABLE WRAPTOR            | 77713571                  | 4/14/2009               | 3815486                    | 7/6/2010                 | Power Products, LLC    |
| 27. | CIRCUIT ALERT            | 77465455                  | 5/5/2008                | 3645765                    | 6/30/2009                | Power Products, LLC    |
| 28. | MARINCO                  | 77393841                  | 2/11/2008               | 3507822                    | 9/30/2008                | Power Products, LLC    |
| 29. | SEALINK                  | 77393860                  | 2/11/2008               | 3575058                    | 2/17/2009                | Power Products, LLC    |
| 30. | WINGGARD                 | 77210802                  | 6/20/2007               | 3397657                    | 3/18/2008                | Power Products, LLC    |
| 31. | BLUE SEA SYSTEMS         | 77040756                  | 11/9/2006               | 3873669                    | 11/9/2010                | BLUE SEA SYSTEMS, INC. |
| 32. | BLUE SEA SYSTEMS         | 77040790                  | 11/9/2006               | 3342672                    | 11/27/2007               | BLUE SEA SYSTEMS, INC. |
| 33. | CALTERM                  | 78943108                  | 8/2/2006                | 3440762                    | 6/3/2008                 | Power Products, LLC    |
| 34. | CABLE BOSS               | 78828285                  | 3/3/2006                | 3403342                    | 3/25/2008                | Power Products, LLC    |

|     | Title   | Application Number | Application Date | Registration Number | Registration Date | Record Owner                 |
|-----|---|--------------------|------------------|---------------------|-------------------|------------------------------|
| 35. | BATTERYLINK   | 78525524           | 12/1/2004        | 3225673             | 4/3/2007          | BLUE SEA SYSTEMS, INC.       |
| 36. | WEATHERDECK   | 78525517           | 12/1/2004        | 3202714             | 1/23/2007         | BLUE SEA SYSTEMS, INC.       |
| 37. | BIG BEN   | 78273681           | 7/14/2003        | 2979014             | 7/26/2005         | Power Products, LLC          |
| 38. | TRANSFER-ON-DEMAND  | 78225051           | 3/13/2003        | 3036913             | 12/27/2005        | Professional Mariner, L.L.C. |
| 39. | ARMOREDGE   | 78214832           | 2/14/2003        | 2797903             | 12/23/2003        | Power Products, LLC          |
| 40. | DISTRIBUTED-ON-DEMAND   | 78210235           | 2/3/2003         | 2969773             | 7/19/2005         | Professional Mariner, L.L.C. |
| 41. | PROMARINER  | 76271745           | 6/15/2001        | 2668270             | 12/31/2002        | Professional Mariner, L.L.C. |
| 42. | PARKPOWER   | 75743115           | 7/6/1999         | 2532644             | 1/22/2002         | Power Products, LLC          |
| 43. | BLUE SEA SYSTEMS<br> | 75724345           | 6/8/1999         | 2582819             | 6/18/2002         | BLUE SEA SYSTEMS, INC.       |
| 44. | POWERCORD PLUS  | 75423085           | 1/26/1998        | 2451283             | 5/15/2001         | Power Products, LLC          |
| 45. | CHARGE PRO<br>       | 75334563           | 8/1/1997         | 2463074             | 6/26/2001         | Power Products, LLC          |
| 46. | BATES   | 75262658           | 3/24/1997        | 2161716             | 6/2/1998          | Power Products, LLC          |

|     | Title  | Application Number | Application Date | Registration Number | Registration Date | Record Owner        |
|-----|--|--------------------|------------------|---------------------|-------------------|---------------------|
| 47. | HEX-LOK  | 75013031           | 10/31/1995       | 2093551             | 9/2/1997          | Power Products, LLC |
| 48. | DOUBLELOCK   | 74666713           | 4/28/1995        | 2269297             | 8/10/1999         | Power Products, LLC |
| 49. | UNI-LOK  | 74522684           | 5/10/1994        | 2030596             | 1/14/1997         | Power Products, LLC |
| 50. | TWIN KIT<br>      | 74403211           | 6/21/1993        | 1987819             | 7/23/1996         | Power Products, LLC |
| 51. | THE PROFESSIONAL'S CHOICE  | 74128943           | 1/9/1991         | 1697142             | 6/23/1992         | Power Products, LLC |
| 52. | TECHMASTER   | 74085575           | 8/6/1990         | 1692618             | 6/9/1992          | Power Products, LLC |
| 53. | POCKET-PRO   | 73759148           | 10/24/1988       | 1539177             | 5/16/1989         | Power Products, LLC |
| 54. | EEGOR  | 73734301           | 6/9/1988         | 1530565             | 3/21/1989         | Power Products, LLC |
| 55. | FAST WIRING<br> | 73552411           | 8/8/1985         | 1384041             | 2/25/1986         | Power Products, LLC |
| 56. | FAST WIRING<br> | 73552443           | 8/8/1985         | 1393887             | 5/20/1986         | Power Products, LLC |
| 57. | CYCLONE  | 73354675           | 3/15/1982        | 1290713             | 8/21/1984         | Power Products, LLC |

|     | <b>Title</b>  | <b>Application Number</b> | <b>Application Date</b> | <b>Registration Number</b> | <b>Registration Date</b> | <b>Record Owner</b> |
|-----|---------------|---------------------------|-------------------------|----------------------------|--------------------------|---------------------|
| 58. | GB            | 73093494                  | 7/15/1976               | 1131216                    | 2/26/1980                | Power Products, LLC |
| 59. | GUEST         | 73034503                  | 10/15/1974              | 1015236                    | 7/8/1975                 | Power Products, LLC |
| 60. | GUEST         | 73034504                  | 10/15/1974              | 1012122                    | 6/3/1975                 | Power Products, LLC |
| 61. | JET LINE      | 72412113                  | 1/10/1972               | 0948151                    | 12/5/1972                | Power Products, LLC |
| 62. | TRUE TAPE     | 72378068                  | 12/7/1970               | 0940930                    | 8/15/1972                | Power Products, LLC |
| 63. | EJECT-O-MATIC | 72186049                  | 2/5/1964                | 0776985                    | 9/15/1964                | Power Products, LLC |
| 64. | AUTO GLIDE    | 77/819,498                | 9/3/2009                | 3,941,449                  | 4/5/2011                 | Lenco Marine, Inc.  |
| 65. | LENCO MARINE  | 77/119,909                | 3/1/2007                | 3,293,483                  | 9/18/2007                | Lenco Marine, Inc.  |

## SCHEDULE II

### U.S. PATENTS AND PATENT APPLICATIONS

|     | <b>Title</b>  | <b>Application Number</b> | <b>Application Date</b> | <b>Patent (Publication) Number</b> | <b>Patent (Publication) Date</b> | <b>Record Owner</b>    |
|-----|---|---------------------------|-------------------------|------------------------------------|----------------------------------|------------------------|
| 1.  | VOLTAGE SENSING HAND TOOL   | 10/112,446                | 3/28/2002               | 6,731,218                          | 5/4/2004                         | Power Products, LLC    |
| 2.  | VOLTAGE SENSING HAND TOOL   | 10/808,291                | 3/24/2004               | 6,844,819                          | 1/18/2005                        | Power Products, LLC    |
| 3.  | VOLTAGE SENSING HAND TOOL   | 11/005,187                | 12/6/2004               | 7,295,130                          | 11/13/2007                       | Power Products, LLC    |
| 4.  | VOLTAGE SENSING HAND TOOL   | 11/458,596                | 7/19/2006               | 7,468,674                          | 12/23/2008                       | Power Products, LLC    |
| 5.  | AUTO-SELECTING, AUTO-RANGING CONTACT/NONCONTACT VOLTAGE AND CONTINUITY TESTER | 10/076,718                | 2/13/2002               | 6,812,685                          | 11/2/2004                        | Power Products, LLC    |
| 6.  | ELECTRICAL CIRCUIT TRACING DEVICE   | 09/935,093                | 8/22/2001               | 6,525,665                          | 2/25/2003                        | Power Products, LLC    |
| 7.  | CABLE HOLDER  | 10/974,295                | 10/27/2004              | 7,071,418                          | 7/4/2006                         | Power Products, LLC    |
| 8.  | ENHANCED ROTARY MULTI-POLE ELECTRICAL SWITCH                                  | 11/461,700                | 8/1/2006                | 7,442,887                          | 10/28/2008                       | BLUE SEA SYSTEMS, INC. |
| 9.  | MULTI-SCANNER DEVICE HAVING A DETACHABLE OUTLET TESTER                        | 11/840,616                | 8/17/2007               | 7,633,282                          | 12/15/2009                       | Power Products, LLC    |
| 10. | MULTI-SCANNER DEVICE HAVING A DETACHABLE OUTLET TESTER                        | 12/624,129                | 11/23/2009              | 7,928,717                          | 4/19/2011                        | Power Products, LLC    |



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|-----|--|---------------------------|-------------------------|------------------------------------|----------------------------------|---------------------|
| 11. | MULTI-SCANNER DEVICE HAVING A DETACHABLE OUTLET TESTER | 13/070,592                | 3/24/2011               | 8,085,032                          | 12/27/2011                       | Power Products, LLC |
| 12. | FISH TAPE HANDLE                                       | 29/199,272                | 2/12/2004               | D506,400                           | 6/21/2005                        | Power Products, LLC |
| 13. | FISH TAPE REEL GRIP                                    | 29/199,282                | 2/12/2004               | D506,692                           | 6/28/2005                        | Power Products, LLC |
| 14. | BATTERY SWITCH   | 29/472,102                | 11/8/2013               | D740,234                           | 10/6/2015                        | Power Products, LLC |
| 15. | PORTABLE BATTERY CHARGER                               | 29/434,931                | 10/18/2012              | D696,188                           | 12/24/2013                       | Power Products, LLC |
| 16. | ELECTRICAL CORD END                                    | 29/399,555                | 8/16/2011               | D690,652                           | 10/1/2013                        | Power Products, LLC |
| 17. | SPOTLIGHT  | 29/383,541                | 1/19/2011               | D646,822                           | 10/11/2011                       | Power Products, LLC |
| 18. | ELECTRIC CORD END                                      | 29/376,876                | 10/13/2010              | D646,638                           | 10/11/2011                       | Power Products, LLC |
| 19. | SET OF TOOL HANDLES                                    | 29/345,036                | 10/8/2009               | D623,920                           | 9/21/2010                        | Power Products, LLC |
| 20. | ELECTRICAL PROBE                                       | 29/338,113                | 6/4/2009                | D615,430                           | 5/11/2010                        | Power Products, LLC |
| 21. | CABLE TOOL   | 29/337,220                | 5/18/2009               | D613,137                           | 4/6/2010                         | Power Products, LLC |
| 22. | ELECTRICAL INSTRUMENT                                  | 29/342,880                | 9/2/2009                | D623,148                           | 9/7/2010                         | Power Products, LLC |
| 23. | ELECTRICAL INSTRUMENT                                  | 29/337,230                | 5/18/2009               | D612,338                           | 3/23/2010                        | Power Products, LLC |
| 24. | CLASP  | 29/342,278                | 8/21/2009               | D609,998                           | 2/16/2010                        | Power Products, LLC |

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|-----|---|---------------------------|-------------------------|------------------------------------|----------------------------------|------------------------|
| 25. | CLASP                                     | 29/332,230                | 2/11/2009               | D608,191                           | 1/19/2010                        | Power Products, LLC    |
| 26. | LOW VOLTAGE OUTDOOR LIGHTING POWER SUPPLY | 29/327,142                | 10/31/2008              | D599,288                           | 9/1/2009                         | Power Products, LLC    |
| 27. | PLIERS HAMMER HEAD                        | 29/282,457                | 7/20/2007               | D592,475                           | 5/19/2009                        | Power Products, LLC    |
| 28. | UTILITY KNIFE                             | 29/282,477                | 7/20/2007               | D587,554                           | 3/3/2009                         | Power Products, LLC    |
| 29. | HAND TOOL HANDLE                          | 29/282,468                | 7/20/2007               | D578,368                           | 10/14/2008                       | Power Products, LLC    |
| 30. | HAND TOOL HANDLE                          | 29/282,471                | 7/20/2007               | D577,981                           | 10/7/2008                        | Power Products, LLC    |
| 31. | DETECTOR MODULE                           | 29/282,465                | 7/20/2007               | D576,896                           | 9/16/2008                        | Power Products, LLC    |
| 32. | UTILITY KNIFE                             | 29/282,463                | 7/20/2007               | D572,107                           | 7/1/2008                         | Power Products, LLC    |
| 33. | SCREWDRIVER HANDLE                        | 29/282,475                | 7/20/2007               | D572,105                           | 7/1/2008                         | Power Products, LLC    |
| 34. | FLASHLIGHT                                | 29/282,446                | 7/20/2007               | D567,418                           | 4/22/2008                        | Power Products, LLC    |
| 35. | FACE PLATE FOR SWITCH PANEL               | 29/225,195                | 3/11/2005               | D555,458                           | 11/20/2007                       | BLUE SEA SYSTEMS, INC. |
| 36. | WINDER                                    | 29/240,095                | 10/7/2005               | D553,027                           | 10/16/2007                       | Power Products, LLC    |
| 37. | TOOL PORTION                              | 29/240,096                | 10/7/2005               | D542,112                           | 5/8/2007                         | Power Products, LLC    |
| 38. | STAPLE GUN                                | 29/244,585                | 12/12/2005              | D531,469                           | 11/7/2006                        | Power Products, LLC    |

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|-----|--|---------------------------|-------------------------|------------------------------------|----------------------------------|------------------------|
| 39. | FUSE BLOCK   | 29/255,119                | 3/3/2006                | D528,988                           | 9/26/2006                        | BLUE SEA SYSTEMS, INC. |
| 40. | FUSE BLOCK   | 29/194,082                | 11/19/2003              | D517,996                           | 3/28/2006                        | BLUE SEA SYSTEMS, INC. |
| 41. | FISH TAPE REEL   | 29/199,271                | 2/12/2004               | D508,425                           | 8/16/2005                        | Power Products, LLC    |
| 42. | FISH TAPE HANDLE   | 29/199,246                | 2/12/2004               | D507,981                           | 8/2/2005                         | Power Products, LLC    |
| 43. | ELECTRICAL CONNECTOR FOR CONNECTION TO MULTIPLE CONDUCTORS         | 12/334,591                | 12/15/2008              | 7,628,640                          | 12/8/2009                        | Power Products, LLC    |
| 44. | RECEPTACLE TESTER WITH TEXT DISPLAY                                | 12/393,205                | 2/26/2009               | 7,944,212                          | 5/17/2011                        | Power Products, LLC    |
| 45. | CABLE CLASP  | 12/504,470                | 7/16/2009               | 8,246,095                          | 8/21/2012                        | Power Products, LLC    |
| 46. | POWERED CABLE PULLER   | 12/825,499                | 6/29/2010               | 8,434,741                          | 5/7/2013                         | Power Products, LLC    |
| 47. | SHORE POWER CORD SET   | 13/228,242                | 9/8/2011                | 8,884,773                          | 11/11/2014                       | Power Products, LLC    |
| 48. | MARINE SPOTLIGHT   | 13/295,633                | 11/14/2011              | 8,672,515                          | 3/18/2014                        | Power Products, LLC    |
| 49. | REVERSE POWER Y-ADAPTER  | 13/360,115                | 1/27/2012               | 8,975,782                          | 3/10/2015                        | Power Products, LLC    |
| 50. | APPARATUS AND METHOD FOR BALANCING CELLS IN PLURALITY OF BATTERIES | 14/092,275                | 11/27/2013              | 9,325,177                          | 4/26/2016                        | Power Products, LLC    |

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| 51. | POWER OUTPUT DISTRIBUTION AND CONTROL SYSTEM FOR MULTI-OUTPUT BATTERY CHARGER | 14/081,495                | 11/15/2013              | 9,350,185                          | 5/24/2016                        | BLUE SEA SYSTEMS, INC. |
| 52. | ROTARY BATTERY SWITCH   | 14/537,485                | 11/10/2014              | 20150129398                        | 5/14/2015                        | Power Products, LLC    |
| 53. | WRENCH  | 14/883,407                | 10/14/2015              | 20160114467                        | 4/28/2016                        | Power Products, LLC    |
| 54. | COMBINATION TEST DEVICE   | 15/147,696                | 5/5/2016                | 20160327599                        | 11/10/2016                       | Power Products, LLC    |
| 55. | CODELESS RECEPTACLE TESTER  | 15/147,688                | 5/5/2016                | 20160327601                        | 11/10/2016                       | Power Products, LLC    |
| 56. | HAND HELD NON-CONTACT VOLTAGE TESTER  | 08/903,575                | 7/31/1997               | 5,877,618                          | 3/2/1999                         | Power Products, LLC    |
| 57. | CONTACT HOUSING FOR ELECTRICAL CONNECTOR                                      | 09/241,219                | 2/1/1999                | 6,071,145                          | 6/6/2000                         | Power Products, LLC    |
| 58. | ELECTRICAL VOLTAGE TESTER   | 09/200,880                | 11/30/1998              | 6,137,285                          | 10/24/2000                       | Power Products, LLC    |
| 59. | ELECTRICAL CIRCUIT TRACING APPARATUS USING MODULATED TRACING SIGNAL           | 09/119,347                | 7/20/1998               | 6,163,144                          | 12/19/2000                       | Power Products, LLC    |
| 60. | ELECTRICAL CONNECTOR SET  | 09/460,301                | 12/13/1999              | 6,287,136                          | 9/11/2001                        | Power Products, LLC    |
| 61. | CONTROLLER FOR AN ELECTRIC PROPULSION SYSTEM FOR WATERCRAFT                   | 11/736,659                | 4/18/2007               | 7,575,491                          | 8/18/2009                        | Lenco Marine, Inc.     |

**SCHEDULE III**

U.S. COPYRIGHT REGISTRATIONS AND APPLICATIONS FOR COPYRIGHT REGISTRATION

None.