

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM372070

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Central Power Systems & Services, LLC		12/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
Central PS&S Holdings, LLC		12/23/2015	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	UMB Bank, N.A.
<b>Street Address:</b>	1010 Grand Boulevard
<b>City:</b>	Kansas City
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	64106
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3846288	POWERFORCE
Registration Number:	3851248	POWERFORCE
Registration Number:	3846287	POWERFORCE
Registration Number:	3846286	POWERFORCE
Registration Number:	3846289	POWERFORCE
Registration Number:	3746606	MID AMERICA POWER SYSTEMS & SERVICES
Registration Number:	3749225	MID AMERICA POWER SYSTEMS & SERVICES

## CORRESPONDENCE DATA

Fax Number: 8167531536

*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: 8163740523

Email: uspt@polsinelli.com

Correspondent Name: Marcia J. Rodgers

Address Line 1: 900 W. 48th Place

Address Line 2: Suite 900

Address Line 4: Kansas City, MISSOURI 64112

CH \$190.00 3846288

<b>ATTORNEY DOCKET NUMBER:</b>	057513-509792
<b>NAME OF SUBMITTER:</b>	Marcia J. Rodgers
<b>SIGNATURE:</b>	/Marcia J. Rodgers/
<b>DATE SIGNED:</b>	02/04/2016

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as it may be amended, restated supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), dated as of December 23, 2015 by and among CENTRAL POWER SYSTEMS & SERVICES, LLC, a Delaware limited liability company f/k/a Central Power Systems & Services, Inc. ("CPSS"), CENTRAL PS&S HOLDINGS, LLC, a Delaware limited liability company ("Holdings", and collectively with CPSS, "Grantors" and each a "Grantor"), and UMB BANK, N.A., a national banking association, (together with its successors and assigns, "Lender").

### RECITALS

A. The Grantors and the Lender are entering into a Loan and Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

B. Under the terms of the Loan Agreement, the Grantors have granted to the Lender a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Lender as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Lender for the ratable benefit of the Lender a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Loan Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the

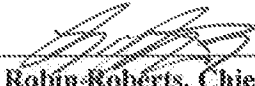
transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Missouri, without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**GRANTORS:**

**CENTRAL POWER SYSTEMS &  
SERVICES, LLC** a Delaware limited liability  
company

By:  \_\_\_\_\_  
**Robin Roberts, Chief Executive Officer**

**CENTRAL PS&S HOLDINGS, LLC** a  
Delaware limited liability company

By:  \_\_\_\_\_  
**Robin Roberts, Chief Executive Officer**

Signature Page to Trademark Security Agreement

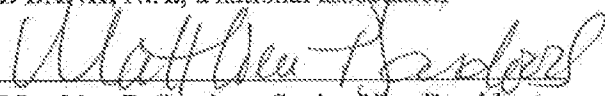
UMB Bank / Central Power Systems  
Trademark Security Agreement

**TRADEMARK  
REEL: 005724 FRAME: 0645**

ACKNOWLEDGED AND AGREED:

UMB BANK, N.A., a national association

By:

  
Matthieu P. Sanders, Senior Vice President

Signature Page to Trademark Security Agreement

UMB Bank / Central Power Systems  
Trademark Security Agreement

**TRADEMARK**  
**REEL: 005724 FRAME: 0646**

**SCHEDULE 1**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Loan Party	Trademark Number	Trademark Registration Number	Date of Registration
Central Power Systems & Services, LLC (f/k/a Central Power Systems & Services, Inc.)	3,846,288 (POWERFORCE)	3,846,288	9/7/2010
Central Power Systems & Services, LLC (f/k/a Central Power Systems & Services, Inc.)	3,851,248 (POWERFORCE)	3,851,248	9/21/2010
Central Power Systems & Services, LLC (f/k/a Central Power Systems & Services, Inc.)	3,846,287 (POWERFORCE)	3,846,287	9/7/2010
Central Power Systems & Services, LLC (f/k/a Central Power Systems & Services, Inc.)	3,846,286 (POWERFORCE)	3,846,286	9/7/2010
Central Power Systems & Services, LLC (f/k/a Central Power Systems & Services, Inc.)	3,846,289 (POWERFORCE)	3,846,289	9/7/2010
Central Power Systems & Services, LLC (f/k/a Central Power Systems & Services, Inc.)	3,746,606 (MID AMERICA POWER SYSTEMS & SERVICES)	3,746,606	2/9/2010
Central Power Systems & Services, LLC (f/k/a Central Power Systems & Services, Inc.)	3,749,225 (MID AMERICA POWER SYSTEMS & SERVICES)	3,746,606	2/16/2010

Schedule 1 to Trademark Security Agreement

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