

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389722

| | |
|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------------|----------|----------------|--------------------------------------|
| Power Solutions International, Inc. | | 06/28/2016 | Corporation: DELAWARE |
| XISYNC LLC | | 06/28/2016 | Limited Liability Company: ILLINOIS |
| Power Integration Acquisition, LLC | | 06/28/2016 | Limited Liability Company: ILLINOIS |
| Bi-Phase Technologies, LLC | | 06/28/2016 | Limited Liability Company: MINNESOTA |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------------------------|
| Name: | TPG Specialty Lending, Inc., as agent |
| Street Address: | 888 7th Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10106 |
| Entity Type: | Corporation: DELAWARE |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|-----------------------------|---------|-----------------------------------|
| Registration Number: | 4839450 | PSI POWER SOLUTIONS INTERNATIONAL |
| Registration Number: | 4792197 | POWER SOLUTIONS INTERNATIONAL |
| Registration Number: | 4712349 | PSI |
| Registration Number: | 4712346 | PSI |
| Registration Number: | 2854543 | MASTERTRAK |
| Registration Number: | 2039215 | LPEFI |
| Registration Number: | 4709397 | PITHON |

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

TRADEMARK

Address Line 1: 919 Third Avenue
Address Line 2: 25th floor
Address Line 4: New York, NEW YORK 10022

| | |
|--------------------------------|----------------------------|
| ATTORNEY DOCKET NUMBER: | 079464-0081 |
| NAME OF SUBMITTER: | Scott Kareff (079464-0081) |
| SIGNATURE: | /kc for sk/ |
| DATE SIGNED: | 06/29/2016 |

Total Attachments: 9

source=Trademark Security Agreement for Power Solutions International, Inc. and others#page1.tif
source=Trademark Security Agreement for Power Solutions International, Inc. and others#page2.tif
source=Trademark Security Agreement for Power Solutions International, Inc. and others#page3.tif
source=Trademark Security Agreement for Power Solutions International, Inc. and others#page4.tif
source=Trademark Security Agreement for Power Solutions International, Inc. and others#page5.tif
source=Trademark Security Agreement for Power Solutions International, Inc. and others#page6.tif
source=Trademark Security Agreement for Power Solutions International, Inc. and others#page7.tif
source=Trademark Security Agreement for Power Solutions International, Inc. and others#page8.tif
source=Trademark Security Agreement for Power Solutions International, Inc. and others#page9.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28th day of June, 2016 by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor") and **TPG SPECIALTY LENDING, INC.**, a Delaware corporation ("TSL"), in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of June 28, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Power Solutions International, Inc., a Delaware corporation, as a borrower ("Parent"), each other borrower from time to time party thereto (together with Parent, collectively, "Borrowers", and each, a "Borrower"), the lenders party thereto (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), Agent and TSL, as sole lead arranger, the Lender Group has agreed to extend a credit facility to Borrowers consisting of a term loan in an aggregate principal amount not to exceed \$60,000,000 pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Guaranty and Security Agreement, dated as of June 28, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group, to secure the Secured Obligations, a continuing security interest

(referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

POWER SOLUTIONS INTERNATIONAL, INC.,
a Delaware corporation

By: _____



Name: Michael P. Lewis

Title: Chief Financial Officer

XISYNC LLC,
an Illinois limited liability company

By: The W Group, Inc., as sole managing member

By: _____



Name: Michael P. Lewis

Title: Chief Financial Officer

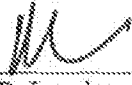
**POWERTRAIN INTEGRATION ACQUISITION,
LLC,**
an Illinois limited liability company

By: Power Solutions International, Inc., as sole member

By: 
Name: Michael P. Lewis
Title: Chief Financial Officer

BI-PHASE TECHNOLOGIES, LLC,
a Minnesota limited liability company

By: Power Solutions International, Inc., as sole member

By: 
Name: Michael P. Lewis
Title: Chief Financial Officer

Trademark Security Agreement

TRADEMARK
REEL: 005824 FRAME: 0687

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:



TPG SPECIALTY LENDING, INC.,
a Delaware corporation

By: 
Name: Michael Fishman
Title: Co-Chief Executive Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARKS:

Registrations:

| OWNER | REGISTRATION NUMBER | TRADEMARK |
|---|---------------------|---|
| Power Solutions International, Inc. | 4,839,450 |  |
| Power Solutions International, Inc. | 4,792,197 | POWER SOLUTIONS INTERNATIONAL |
| Power Solutions International, Inc. | 4,712,349 | PSI |
| Power Solutions International, Inc. | 4,712,346 |  |
| XISync, LLC | 2854543 | MASTERTRAK |
| Bi-Phase Technologies, LLC | 2039215 | LPEFI |
| Powertrain Integration Acquisition, LLC | 4709397 | PITHON |