

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413664

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Power Distribution, Inc.		01/25/2017	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Virtus Group, LP		
Street Address:	3300 N INTERSTATE 35		
Internal Address:	Suite 350		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78705		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4301715	DYNACOOOL ON-DEMAND COOLING SYSTEM	
Registration Number:	4106174	I-CON MODULAR DATA CENTER	
Registration Number:	4060375	JCOMM	
Registration Number:	4463093	PDI CREATING THE PERFECT WAVE	
Registration Number:	3843505	PDIQ	
Registration Number:	4146972	POWERCUBE	
Registration Number:	4514850	POWERED BY PDI	
Registration Number:	4068763	POWERHUB	
Registration Number:	1732775	QUAD-WYE	
Registration Number:	4354248	TOUGHRAIL TECHNOLOGY	
Registration Number:	3717034	WAVESTAR	
Registration Number:	3858718	WAVESTAR	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<i>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.</i>			
Phone:	704 503 2600		
Email:	vbantug@kslaw.com		

OP \$315.00 4301715

Correspondent Name: KING & SPALDING
Address Line 1: 100 N TRYON STREET
Address Line 2: SUITE 3900
Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 18876.015103

NAME OF SUBMITTER: Vicky R. Bantug

SIGNATURE: /Vicky R. Bantug/

DATE SIGNED: 01/25/2017

Total Attachments: 5

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SECURITY AGREEMENT (TRADEMARKS)

This SECURITY AGREEMENT (TRADEMARKS) dated as of January 25, 2017 (this "Security Agreement"), is by and among Power Distribution, Inc., a Virginia corporation ("Grantor"), and Virtus Group, LP, as agent (the "Agent").

WHEREAS the Grantor is the owner and user of the registered trademarks and/or trademark applications filed with the United States Patent and Trademark Office listed on the attached Schedule A as owned and used by the Grantor (collectively, the "Trademarks");

WHEREAS the Grantor, PDI Intermediate Corp., a Delaware corporation ("Holdings"); and together with Grantor, "Obligors"), have entered into that certain Term Loan Credit and Security Agreement dated as of January 25, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among the Obligors, the financial institutions from time to time party thereto as lenders ("Lenders"), the Guarantors from time to time party thereto and the Agent for the Lenders, pursuant to which the Grantor has granted to the Agent, for the benefit of the Lenders, a security interest in, among other things, the Trademarks;

WHEREAS the parties to the Loan Agreement contemplate and intend that, if an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, the Agent shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Loan Agreement in connection with all of the Grantor's right, title and interest in the Trademarks;

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

The Grantor hereby reconfirms the terms of the Loan Agreement. The Grantor further hereby pledges and mortgages to the Agent, and grants to the Agent, for the benefit of the Lenders, a security interest in, all of the Grantor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Grantor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Grantor pursuant hereto secures the payment of all Obligations (as defined in the Loan Agreement) now or hereafter existing under or in respect of the Loan Agreement and the Other Documents (as defined in the Loan Agreement).

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Loan Agreement, and the Grantor and the Agent each hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Agent with respect

to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Signature Page to Follow]

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

GRANTOR:

POWER DISTRIBUTION, INC.,
a Virginia corporation

By: 

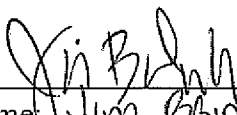
Name: David Hensley

Title: Vice President

[Signature Page to Term Loan Credit Security Agreement (Trademarks)]

TRADEMARK
REEL: 005976 FRAME: 0691

VIRTUS GROUP, LP, as Agent


By: 
Name: Jim Brownell
Title: COO

[Signature Page to Term Loan Credit Security Agreement (Trademarks)]

TRADEMARK
REEL: 005976 FRAME: 0692

SCHEDULE A

Registered Trademarks:

	Mark	App. No. App. Date	Reg. No. Reg. Date	Owner
1)	DYNACOOOL ON-DEMAND COOLING SYSTEM	85013772 April 14, 2010	4301715 March 12, 2013	Power Distribution, Inc.
2)	I-CON MODULAR DATA CENTER	85013793 April 14, 2010	4106174 Feb 28, 2012	Power Distribution, Inc.
3)	JCOMM	77658941 Jan 29, 2009	4060375 Nov 22, 2011	Power Distribution, Inc.
4)	PDI CREATING THE PERFECT WAVE and Design 	85372440 July 15, 2011	4463093 Jan 7, 2014	Power Distribution, Inc.
5)	PDIQ	77493180 June 6, 2008	3843505 Sep 7, 2010	Power Distribution, Inc.
6)	POWERCUBE	77670286 Feb 13, 2009	4146972 May 22, 2012	Power Distribution, Inc.
7)	POWERED BY PDI	77912633 Jan 15, 2010	4514850 April 15, 2014	Power Distribution, Inc.
8)	POWERHUB	77768932 June 26, 2009	4068763 Dec 6, 2011	Power Distribution, Inc.
9)	QUAD-WYE	74261188 March 31, 1992	1732775 Nov 17, 1992	Power Distribution, Inc.
10)	TOUGHRAIL TECHNOLOGY	77825946 Sep 14, 2009	4354248 June 18, 2013	Power Distribution, Inc.
11)	WAVESTAR	78933818 July 20, 2006	3717034 Nov 24, 2009	Power Distribution, Inc.
12)	WAVESTAR	77468219 May 7, 2008	3858718 Oct 12, 2010	Power Distribution, Inc.

Trademark Applications: N/A