

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418137

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ASCO Power Technologies, L.P.		02/28/2017	Limited Partnership: DELAWARE
Avocent Huntsville, LLC		02/28/2017	Limited Liability Company: ALABAMA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	Mail Code NY1-C413, 4 CMC
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245-0001
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	87221359	APT
Serial Number:	87217594	ADVANCED PROTECTION TECHNOLOGIES
Serial Number:	87221348	APT ADVANCED PROTECTION TECHNOLOGIES
Serial Number:	73761697	CERAMGARD
Serial Number:	75585964	SURGECALC
Serial Number:	78381563	SURGEASSURE INDUSTRIAL PROTECTION FOR YO
Serial Number:	85019735	TRANSIENT ELIMINATOR
Serial Number:	77687093	MERGEPOINT

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

TRADEMARK

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	03/02/2017
Total Attachments: 5 source=Vertiv_ Trademark Security Agreement (post-closing Term Loan)#page1.tif source=Vertiv_ Trademark Security Agreement (post-closing Term Loan)#page2.tif source=Vertiv_ Trademark Security Agreement (post-closing Term Loan)#page3.tif source=Vertiv_ Trademark Security Agreement (post-closing Term Loan)#page4.tif source=Vertiv_ Trademark Security Agreement (post-closing Term Loan)#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2017, made by each of the undersigned grantors (individually, a "Grantor", and, collectively, the "Grantors"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Security Agreement, dated as of November 30, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Marks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office ("PTO") on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);
- (b) all goodwill associated with such Marks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Collateral).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in

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accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

ASCO Power Technologies, L.P.
By: ASCO Power GP, LLC, its General
Partner
Avocent Huntsville, LLC

By:  _____

Name: Mary Ann Sigler

Title: Treasurer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Owner of Record	Application no.	Registration no.	Mark
Asco Power Technologies, L.P.	87/221359		APT
Asco Power Technologies, L.P.	87/217594		ADVANCED PROTECTION TECHNOLOGIES
Asco Power Technologies, L.P.	87/221348		APT ADVANCED PROTECTION TECHNOLOGIES
Asco Power Technologies, L.P.	73/761697	1564059	CERAMGARD
Asco Power Technologies, L.P.	75/585964	2353352	SURGECALC
Asco Power Technologies, L.P.	78/381563	3016288	SURGEASSURE INDUSTRIAL PROTECTION FOR YOUR HOME
Asco Power Technologies, L.P.	85/019735	3907097	TRANSIENT ELIMINATOR
Avocent Huntsville, LLC.	77/687093	3776070	MERGEPOINT