

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM422376

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TPG SPECIALTY LENDING, INC.		03/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Power Solutions International, Inc.		
Street Address:	201 Mittel Drive		
City:	Wood Dale		
State/Country:	ILLINOIS		
Postal Code:	60191		
Entity Type:	Corporation: DELAWARE		
Name:	XISync LLC		
Street Address:	201 Mittel Drive		
City:	Wood Dale		
State/Country:	ILLINOIS		
Postal Code:	60191		
Entity Type:	Limited Liability Company: ILLINOIS		
Name:	Powertrain Integration Acquisition, LLC		
Street Address:	201 Mittel Drive		
City:	Wood Dale		
State/Country:	ILLINOIS		
Postal Code:	60191		
Entity Type:	Limited Liability Company: ILLINOIS		
Name:	Bi-Phase Technologies, LLC		
Street Address:	201 Mittel Drive		
City:	Wood Dale		
State/Country:	ILLINOIS		
Postal Code:	60191		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4839450	PSI POWER SOLUTIONS INTERNATIONAL TRADEMARK	

Property Type	Number	Word Mark
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: 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, 28th Floor

Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	94361.00002
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	04/04/2017

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of March 31, 2017 (the "Effective Date"), is made by TPG SPECIALITY LENDING, INC., in its capacity as agent for the Lender Group (the "Agent"), in favor of the Grantors listed on the signature pages hereof (the "Grantors").

WHEREAS, reference is made to that certain Guaranty and Security Agreement (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Guaranty and Security Agreement"), entered into by the Grantors in favor of Agent, as the Agent for itself and the Lender Group.

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated as of June 28, 2016 (the "Trademark Security Agreement"), and together with the Guaranty and Security Agreement, the "Security Agreements") for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 29, 2016 at Reel/Frame 5824/0679.

WHEREAS, pursuant to the Security Agreements, the Grantors pledged and granted to the Agent for the benefit of the Lender Group (as such term is defined in the Guaranty and Security Agreement) a continuing security interest in all Trademark Collateral (as such term is defined in the Trademark Security Agreement), including, without limitation, the Trademarks set forth on Schedule I hereto (collectively, the "Released Trademark Collateral"); and

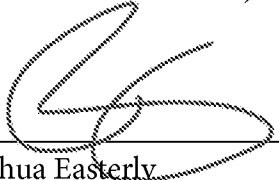
WHEREAS, the Grantors have requested that the Agent enter into this Release in order to effectuate, evidence and record the release of any and all right, title and interest the Agent may have in the Released Trademark Collateral pursuant to the Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, each Grantor and the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreements, as applicable.
2. Release of Collateral. The Agent, on behalf of itself and the Lender Group and any other secured parties represented by the Agent, and their respective successors, legal representatives and assigns, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in the Released Trademark Collateral, arising under the Security Agreements..
3. Further Assurances. The Agent agrees to take any necessary further actions, and provide to the Grantors and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
4. GOVERNING LAW. THIS RELEASE SHALL BE GOVERNED EXCLUSIVELY UNDER THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES.

IN WITNESS WHEREOF, each of the Grantors and the Agent has caused this Release to be executed by its duly authorized representative as of the date first set forth above:

TPG SPECIALTY LENDING, INC.,
as Agent

By: 
Name: Joshua Easterly
Title: Co-Chief Executive Officer

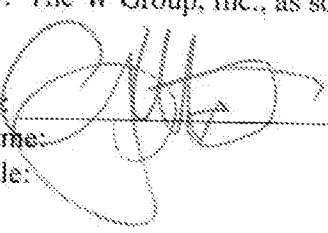
GRANTORS:

POWER SOLUTIONS INTERNATIONAL, INC.
a Delaware corporation

By: 
Name: _____
Title: _____

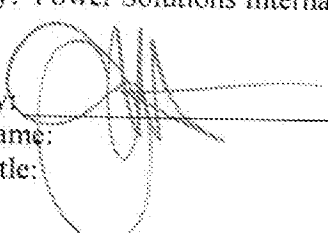
XISYNC LLC
an Illinois limited liability company

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

By: 
Name: _____
Title: _____

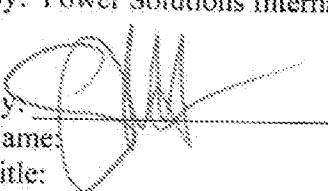
POWERTRAIN INTEGRATION ACQUISITION, LLC,
an Illinois limited liability company

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

By: 
Name: _____
Title: _____

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

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

By: 
Name: _____
Title: _____

Release of Security Interest in Trademarks

TRADEMARK
REEL: 006025 FRAME: 0788

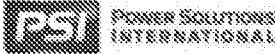

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SCHEDULE I

Trademarks

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