

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM451798

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
I - EWM ACQUISITION, LLC		11/21/2017	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK, as Administrative Agent		
Street Address:	211 PERIMETER CENTER PARKWAY SUITE 100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30346		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4070632	INNOVOLT	
Registration Number:	4480600	INNOVOLT	
Registration Number:	4395103		
Registration Number:	4490565	POWERING PERFORMANCE	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	4045723408		
Email:	mramic@kslaw.com		
Correspondent Name:	Mia Ramic King and Spalding		
Address Line 1:	1180 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	52990.515084		
NAME OF SUBMITTER:	/s/ Mia Ramic		
SIGNATURE:	/s/ Mia Ramic		
DATE SIGNED:	11/21/2017		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 21, 2017 (this "Trademark Security Agreement"), is made by I – EWM ACQUISITION, LLC, a Georgia limited liability company (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, EAST WEST MANUFACTURING, LLC, a Georgia limited liability company (the "Borrower"), the lenders from time to time parties thereto (the "Lenders"), the Administrative Agent and SunTrust Bank, as the Issuing Bank, have entered into a Revolving Credit and Term Loan Agreement, dated as of April 29, 2016 (as amended by that certain First Amendment to Revolving Credit and Term Loan Agreement, dated as of December 21, 2016, and that certain Second Amendment to Revolving Credit and Term Loan Agreement, dated as of August 8, 2017, and as otherwise amended, restated, supplemented, replaced, increased, refinanced or modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor, the Borrower and certain of the Borrower's Subsidiaries have entered into the Guaranty and Security Agreement, dated as of April 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral");

- (i) all of its Trademarks referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. In the event of any conflict or inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

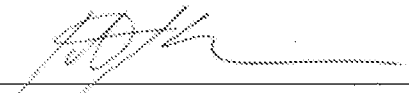
Section 4 Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5 Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

Section 6 Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia (without giving effect to the conflict of law principles thereof).

IN WITNESS WHEREOF, the 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.

I – EWM ACQUISITION, LLC

By: 
Name: Scott Ellyson
Title: President

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the 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.

I – EWM ACQUISITION, LLC

By: _____
Name: Scott Ellyson
Title: President


Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent


By: V. N. Desai
Name: Vinay Desai
Title: Director

SCHEDULE I**Trademarks****I. REGISTERED TRADEMARKS****U.S. Trademarks:**

<u>Grantor</u>	<u>Trademark</u>	<u>Jurisdiction Where Registered</u>	<u>Registration Number</u>	<u>Registration Date</u>
I - EWM Acquisition, LLC	INNOVOLT	United States	4070632	12/13/2011
I - EWM Acquisition, LLC	INNOVOLT	United States	4480600	02/11/2014
I - EWM Acquisition, LLC		United States	4395103	09/03/2013
I - EWM Acquisition, LLC	POWERING PERFORMANCE	United States	4490565	03/04/2014

Foreign Trademarks:

<u>Grantor</u>	<u>Trademark</u>	<u>Jurisdiction Where Registered</u>	<u>Registration Number</u>
I - EWM Acquisition, LLC	INNOVOLT	Australia	1098698
I - EWM Acquisition, LLC	INNOVOLT	Brazil	840564279
I - EWM Acquisition, LLC	INNOVOLT	Brazil	840564260
I - EWM Acquisition, LLC	INNOVOLT	Brazil	831256184
I - EWM Acquisition, LLC		Brazil	840307500
I - EWM Acquisition, LLC	INNOVOLT	Canada	TMA857146
I - EWM Acquisition, LLC	INNOVOLT	Canada	TMA927292
I - EWM Acquisition, LLC		Canada	TMA920893
I - EWM Acquisition, LLC	INNOVOLT	Chile	1097985
I - EWM Acquisition, LLC	INNOVOLT	China	1098698
I - EWM Acquisition, LLC	INNOVOLT	China	1169277

I - EWM Acquisition, LLC	INNOVOLT	Colombia	1169277
I - EWM Acquisition, LLC	INNOVOLT	EU-CTM	1098698
I - EWM Acquisition, LLC	INNOVOLT	EU-CTM	011934155
I - EWM Acquisition, LLC	INNOVOLT	Indonesia	IDM000500222
I - EWM Acquisition, LLC	INNOVOLT	Indonesia	IDM000500061
I - EWM Acquisition, LLC	INNOVOLT	Indonesia	-----
I - EWM Acquisition, LLC	INNOVOLT	Japan	1098698
I - EWM Acquisition, LLC	INNOVOLT	Japan	1169277
I - EWM Acquisition, LLC	INNOVOLT	Korea (South)	1169277
I - EWM Acquisition, LLC	INNOVOLT	Korea (South)	1098698
I - EWM Acquisition, LLC	INNOVOLT	Mexico	1169277
I - EWM Acquisition, LLC	INNOVOLT	Mexico	1279015
I - EWM Acquisition, LLC		Mexico	1357125
I - EWM Acquisition, LLC	INNOVOLT	Poland	1169277
I - EWM Acquisition, LLC	INNOVOLT	Russian Federation	1169277
I - EWM Acquisition, LLC	INNOVOLT	Singapore	1169277
I - EWM Acquisition, LLC	INNOVOLT	Singapore	1098698
I - EWM Acquisition, LLC	INNOVOLT	South Africa	201128544
I - EWM Acquisition, LLC	INNOVOLT	South Africa	201317369
I - EWM Acquisition, LLC	INNOVOLT	South Africa	201317370
I - EWM Acquisition, LLC	INNOVOLT	South Africa	201228251
I - EWM Acquisition, LLC	INNOVOLT	Turkey	1169277
I - EWM Acquisition, LLC	INNOVOLT	Vietnam	1169277
I - EWM Acquisition, LLC	INNOVOLT	Vietnam	1123058
I - EWM Acquisition, LLC	INNOVOLT	WIPO	1169277

I - EWM Acquisition, LLC	INNOVOLT	WIPO	1123058
I - EWM Acquisition, LLC	INNOVOLT	WIPO	1098698

II. TRADEMARK APPLICATIONS

U.S. Trademark Applications:

None.

Foreign Trademark Applications:

<u>Grantor</u>	<u>Trademark</u>	<u>Jurisdiction Where Filed</u>	<u>Application Number</u>
I - EWM Acquisition, LLC	INNOVOLT	India	2557802
I - EWM Acquisition, LLC	INNOVOLT	India	2557803
I - EWM Acquisition, LLC	INNOVOLT	India	2231196

III. TRADEMARK LICENSES

None.

IV. DOMAIN NAMES

Innovolt.com
Innovolt.net
Innovolt.us
Innovolt.co
Innovolt.biz
Innovolt.org
Innovolt.info
Innovolt.me

Innovolt.mobi
Poweravengers.com
Innovolt-inc.com
Innovoltinc.com