

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451865

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Power-Sonic Corporation		11/21/2017	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	The Prudential Insurance Company of America, as Collateral Agent		
Street Address:	c/o Prudential Capital Group, Two Prudential Plaza, 180 North Stetson Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Non-Profit Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1342157	POWER PS SONIC	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	rfloren@schiffhardin.com		
Correspondent Name:	Rebecca Floren		
Address Line 1:	233 S. Wacker Drive, Suite 7100		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Rebecca Floren		
SIGNATURE:	/s/ Rebecca Floren		
DATE SIGNED:	11/21/2017		
Total Attachments: 10			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 21, 2017, by The Power-Sonic Corporation, a Nevada corporation (“**Grantor**”), in favor of The Prudential Insurance Company of America, in its capacity as collateral agent (together with its successors in such capacity, the “**Collateral Agent**”) for the Holders.

WITNESSETH:

WHEREAS, Grantor has issued the Notes pursuant to the Note Agreement;

WHEREAS, as a condition to the Purchasers entering into the financing arrangements proposed by the Note Agreement, Grantor has executed and delivered to the Collateral Agent, for itself and the ratable benefit of the Holders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”); and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to the Collateral Agent, for itself and the ratable benefit of the Holders, a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof and goodwill associated therewith, to secure the payment of the Secured Obligations.

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, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement. In addition, the following term shall have the meaning herein specified:

“**Mark License**” means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Mark.

2. **GRANT OF SECURITY INTEREST IN MARK COLLATERAL.** As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Secured Obligations, whether now existing or hereafter arising and howsoever evidenced, Grantor hereby assigns, transfers and grants to the Collateral Agent and hereby creates in favor of the Collateral Agent, for the benefit of the Secured Parties, a continuing Lien on and first priority security interest in, and right of set-off against, all of the right, title and interest of Grantor, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Mark Collateral**”):

(a) all of its Marks and Mark Licenses to which it is a party including those referred to on Schedule I hereto;

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

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Mark or Mark licensed under any Mark License or (ii) injury to the goodwill associated with any Mark or any Mark licensed under any Mark License.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for itself and the ratable benefit of the Holders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Mark Collateral 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.

4. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts (or counterpart signature pages), each of which counterparts shall be an original but all of which together shall constitute one instrument.


5. **APPLICABLE LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK (EXCLUDING ANY CONFLICTS OF LAW RULES WHICH WOULD OTHERWISE CAUSE THIS TRADEMARK SECURITY AGREEMENT TO BE CONSTRUED OR ENFORCED IN ACCORDANCE WITH, OR THE RIGHTS OF THE PARTIES TO BE GOVERNED BY, THE LAWS OF ANY OTHER JURISDICTION).**

[Signature page follows]

IN WITNESS WHEREOF, 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.

THE POWER-SONIC CORPORATION

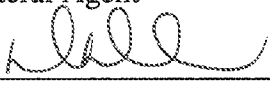
By:


Name: James A. Hornbush
Title: CEO

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,
as Collateral Agent

By:  *AML*
Vice President

[Signature Page to Trademark Security Agreement]

STATE OF Missouri)
) SS.
COUNTY OF St. Louis)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that James A. Marshall personally known to me to be the CEO of The Power-Sonic Corporation, a Nevada corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as the CEO of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 21st day of November, 2017.

(NOTARIAL SEAL)



RICHARD B. ROTHMAN
My Commission Expires
November 9, 2020
St. Louis County
Commission #12555062

[Signature]
Notary Public

My Commission Expires: 11/9/2020

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademarks

(i) Owned

U.S. Trademark Registration Number 1342157 for
Stylized POWER PS SONIC

The logo features the words "POWER PS SONIC" in a bold, italicized, sans-serif font. The letters are black with a white outline. The "PS" is significantly larger and more prominent than the other letters. The entire logo is set against a background of horizontal black bars.

Registered: June 18, 1985
Class 9 for “rechargeable batteries for electronic applications not suitable for automotive and similar uses
Registrant: Power-Sonic Corporation

U.K. Trademark Registration Number UK00001171943
Mark: Power-Sonic
Class 9 for “electric batteries and parts and fittings therefor included in Class 9
Registrant: Power-Sonic Corporation, a Nevada corporation
Registered: March 22, 1982
Status: Dead
Australian Trademark Registration 1016462 for
Stylized POWER PS SONIC

The logo features the words "POWER PS SONIC" in a bold, italicized, sans-serif font. The letters are black with a white outline. The "PS" is significantly larger and more prominent than the other letters. The entire logo is set against a background of horizontal black bars.

Class 9 for “batteries including liquid electrolyte batteries; lead acid batteries; trickle charging storage
batteries; totally sealed liquid electrolyte batteries”
Registrant: Power-Sonic Corporation, a Nevada corporation
Registered: May 16, 2005
Renewal Due: August 18, 2024

California Trademark Registration Number 72191
Mark: POWER-SONIC
Registered: February 3, 1984
Class: 11 for environmental control apparatus

Class: 9 for electrical and scientific apparatus
Registrant: The Power-Sonic Corporation

Unregistered Trademarks:

Fig 4: Square Logo with Burst (used mainly for social media avatar)

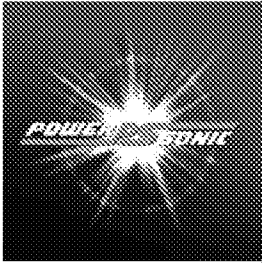


Fig 5: Standard Logo and Burst (used for banners and email signatures)



- (ii) Licensed

1. ADI Vendor Agreement between Honeywell International, Inc, a Delaware corporation, acting solely on behalf of the ADI business of its Security group (“ADI”) and Power-Sonic (“Vendor”) dated April 9, 2009. Under Section 4.1 of the Agreement, Vendor grants to ADI a non-exclusive, royalty free license during the term of the Agreement to use the trademarks, name and related designs that Vendor uses in connection with the Products.

2. Non Exclusive Distributor Agreement between Power-Sonic Europe Ltd. (“Appointor”) and ADI Gardiner EMEA Ltd (trading as ADI Global Distribution) (“Distributor”) dated November 1, 2013. Under Section 9.1 of the Agreement, Appointor grants to Distributor a non-exclusive, royalty free license during the term of the Agreement to use trademarks, names and related designs that the Appointor uses in connection with the Products as listed in Schedule 8 of the Agreement (see below).

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Patents

- (i) Owned
- None.
- (ii) Licensed

None.

Copyrights

(i) Owned

None.

(ii) Licensed

None.

Other _____

See next page.

Fig 1: Standard logo



Fig 2: White and Grey Logo (for use with dark back grounds)



Fig 3: Pure white logo (also for dark backgrounds)



Fig 4: Square Logo with Burst (used mainly for social media avatar)

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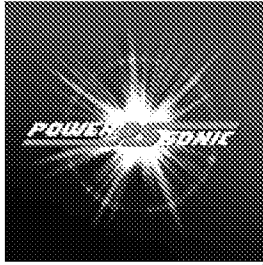
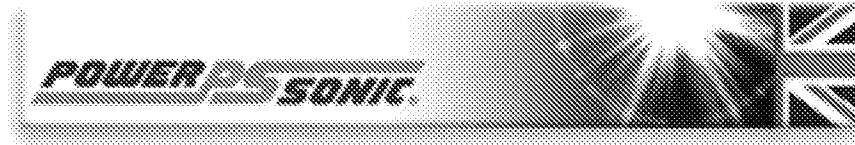


Fig 5: Standard Logo and Burst (used for banners and email signatures)



3. International Distribution Agreement between Power-Sonic Corporation (“Manufacturer”) and Sealed Performance Batteries Pty Ltd (“Distributor”) dated February 3, 2014. Article iv of the Agreement provides that “the Distributor shall not use the Manufacturer’s trade names and/or trademarks other than to promote the Manufacturer’s products, without the prior written consent of the Manufacturer.

Net Names

Domain: Power-sonic.com
Registrar: GoDaddy.com, LLC
Registrant: Power-Sonic Corp
Expiration: July 29, 2018

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