

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Warren Engine Company, Inc.		09/28/2017	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Emerson Collective Investments, LLC		
Street Address:	2200 Geng Road, Suite 100		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94303		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86910576	SIMPLY EFFICIENT	
CORRESPONDENCE DATA			
Fax Number:	4159472099		
<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:	4159472000		
Email:	qluflood@wsgr.com		
Correspondent Name:	WSGR, C/O QUI LU FLOOD, SENIOR PARALEGAL		
Address Line 1:	ONE MARKET, SPEAR TOWER, SUITE 3300		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	46733.012		
NAME OF SUBMITTER:	Qui Lu Flood		
SIGNATURE:	/Qui Lu Flood/		
DATE SIGNED:	01/22/2018		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST

IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of September 28, 2017, is executed by **Warren Engine Company, Inc.**, a Virginia corporation (together with its successors and assigns, "Grantor"), in favor of **Emerson Collective Investments, LLC** ("Secured Party"). All capitalized terms not otherwise defined herein shall have the respective meanings given in the Security Agreement (defined below).

Recitals

A. In connection with that certain Amended and Restated Security Agreement, dated as of September 28, 2017 (as amended from time to time, the "Security Agreement") by and among Grantor and Secured Party, Grantor granted to Secured Party a security interest in the assets of Grantor;

B. Grantor has adopted, used and is using the trademarks, more particularly described on Schedule A annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States and Trademark Office (collectively, the "Trademarks"); and

C. Schedule A hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Grantor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Grantor shall provide written notice to Secured Party, in accordance with the provisions of the Security Agreement, of any addition or change which is necessary to be made to Schedule A in order to maintain such schedule's completeness or accuracy.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

1. Grantor hereby grants to Secured Party a security interest to secure the prompt payment, performance and observance of the Obligation in all right, title and interest of Grantor in and to the following property (collectively, the "Collateral"):

a. all Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof (now or hereafter due or payable), including any and all causes of action which may exist or arise from time to time by reason of infringement thereof for the full term of the Trademarks.

2. Grantor does hereby authorize the Trademarks Division of the United States Patent and Trademark Office and any other government officials to record and register this Grant of Security Interest upon request by the Secured Party.

3. Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

WARREN ENGINE COMPANY, INC.

By:  _____

Name: Steve Niswander _____

Title: *President* _____

[Signature Page to Grant of Security Interest in Trademarks]

SCHEDULE A
TRADEMARKS

Mark	Date Registered	U.S. Trademark No.
None.		

TRADEMARK APPLICATIONS

Mark	Application Filing Date	U.S. Serial No.
SIMPLY EFFICIENT	February 17, 2016	86/910,576