

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469858

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ERP Power, LLC		03/23/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AEP ERP Aggregator, LLC		
Street Address:	2425 Olympic Blvd., Ste 660E		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86771244	ERP	
Serial Number:	86783733	ERP ENERGY RECOVERY PRODUCTS	
Serial Number:	86783741	ERP ENERGY RECOVERY PRODUCTS	
Serial Number:	86779852	YOUR DESIGNATED DRIVER	
Serial Number:	87243758	ERP POWER	
CORRESPONDENCE DATA			
Fax Number:	3105565361		
<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:	kchoi@irell.com		
Correspondent Name:	Kirstin Choi, Irell & Manella LLP		
Address Line 1:	1800 Avenue of the Stars, Suite 900		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Kirstin Choi		
SIGNATURE:	/s/ Kirstin Choi		
DATE SIGNED:	04/13/2018		
Total Attachments: 5			
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SHORT FORM TRADEMARK SECURITY AGREEMENT

This SHORT FORM TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) is made as of this 23rd day of March, 2018, by and among ERP Power, LLC, a California limited liability company (“*Grantor*”) and AEP ERP Aggregator, LLC, a Delaware limited liability company (“*Collateral Agent*”).

WITNESSETH:

WHEREAS, ERP Power Holdings, LLC, a Delaware limited liability company and the sole member of Grantor (“*Parent*”), and Collateral Agent are parties to that certain Note Purchase Agreement, dated as of the date hereof (the “*Note Purchase Agreement*”);

WHEREAS, Grantor, Parent and Collateral Agent are parties to that certain Intercompany Subordination Agreement, dated as of the date hereof (the “*Subordination Agreement*”);

WHEREAS, as security for the performance of the obligations of Parent under the Note Purchase Agreement and Grantor under the Subordination Agreement (the “*Secured Obligations*”), Grantor, Parent and Collateral Agent have entered into 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 Security Agreement, Grantor is required to execute and deliver to Collateral Agent this Trademark Security Agreement;

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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, collaterally assigns, and pledges to Collateral Agent to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “*Security Interest*”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Trademark Collateral*”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i)

infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor, or any of them, to Collateral Agent, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Collateral Agent 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 Trademark 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Short Form Trademark Security Agreement to be executed and delivered as of the day and year first above written.

Grantor: ERP POWER, LLC

By: 
Name: Jeff Frank
Title: Chief Executive Officer

Collateral Agent: AEP ERP AGGREGATOR, LLC

By: _____
Name: Tim Meyer
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Short Form Trademark Security Agreement to be executed and delivered as of the day and year first above written.

Grantor: ERP POWER, LLC

By: _____
Name: Jeff Frank
Title: Chief Executive Officer

Collateral Agent: AEP ERP AGGREGATOR, LLC

By: _____
Name: Tim Meyer
Title: Authorized Signatory

SCHEDULE I

to

SHORTFORM TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/ Reg Date
ERP Power, LLC	United States	ERP Word Mark	Serial No. 86/771,244	August 2, 2016
ERP Power, LLC	United States	ERP Logo (English)	Serial No. 86/783,733	August 30, 2016
ERP Power, LLC	United States	ERP Logo (Chinese)	Serial No. 86/783,741	April 11, 2017
ERP Power, LLC	United States	YOUR DESIGNATED DRIVER	Serial No. 86/779,852	August 23, 2016
ERP Power, LLC	United States	ERP Logo	87/243758	November 21, 2016