

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508486

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US Retailers LLC		01/30/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas		
Street Address:	100 Plaza One, Sixth Floor, MS 0699		
Internal Address:	C/O Deutsche Bank National Trust Company		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07311		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4978712	VOLTERRA ENERGY	
Registration Number:	5198204	DISCOUNT POWER	
Registration Number:	5516974	POWER EXPRESS	
Serial Number:	87507311	PE POWER EXPRESS	
Serial Number:	88097702	VOLTERRA ENERGY	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	137830-01001		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		

OP \$140.00 4978712

DATE SIGNED:

02/04/2019

Total Attachments: 9

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AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT

(SUPPLEMENTAL FILING)

This AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT (Supplemental Filing), dated as of January 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Supplemental Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Deutsche Bank Trust Company Americas, located at c/o Deutsche Bank National Trust Company, 100 Plaza One, Sixth Floor, MS 0699, Jersey City, NJ 07311-3901, (i) in its capacity as Priority Collateral Trustee (as defined in the Collateral Trust Agreement described below) and (ii) in its capacity as Parity Collateral Trustee (as defined in the Collateral Trust Agreement described below). Capitalized terms used but not defined herein have the meanings given such terms in the Guarantee and Collateral Agreement (as defined below).

WHEREAS, certain of the Grantors, each other grantor party thereto, the Collateral Trustee (as defined therein) and the other parties thereto entered into a Guarantee and Collateral Agreement, dated as of dated as of February 2, 2006 (as amended in April 2006 and in June 2010, the “Original Guarantee and Collateral Agreement”);

WHEREAS, the Original Guarantee and Collateral Agreement was amended and restated whereby certain of the Grantors, each other grantor party thereto, the Collateral Trustee (as defined therein) and the other parties thereto entered into an Amended and Restated Guarantee and Collateral Agreement dated as of July 1, 2011 (as amended by that certain Amendment dated as of June 4, 2013, the “2011 Guarantee and Collateral Agreement”);

WHEREAS, the 2011 Guarantee and Collateral Agreement was again amended and restated whereby the Grantors, each other grantor party thereto, Deutsche Bank Trust Company Americas, in its capacities as Priority Collateral Trustee and Parity Collateral Trustee, and the other parties party thereto have entered into the Second Amended and Restated Guarantee and Collateral Agreement, dated as of June 30, 2016 (as it may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “2016 Guarantee and Collateral Agreement”);

WHEREAS, the Grantors, Deutsche Bank Trust Company Americas, as Priority Collateral Trustee and Parity Collateral Trustee, and the other parties from time to time party thereto have entered into Second Amended and Restated Collateral Trust Agreement, dated as of July 1, 2011 (as amended by that certain Amendment thereto dated as of February 6, 2013, that certain Amendment thereto dated as of June 4, 2013 and that certain Amendment thereto dated as of June 30, 2016 as it may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Trust Agreement”);

WHEREAS, pursuant to the Original Guarantee and Collateral Agreement, the 2011 Guarantee and Collateral Agreement and the 2016 Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including certain After-Acquired Intellectual Property, of the Grantors to the Priority Collateral Trustee for the benefit of the Priority Lien Secured Parties (as defined in the Collateral Trust Agreement) and to the Parity Collateral

Trustee for the benefit of the Parity Lien Secured Parties (as defined in the Collateral Trust Agreement);

WHEREAS, pursuant to the Original Guarantee and Collateral Agreement, the 2011 Guarantee and Collateral Agreement and the 2016 Guarantee and Collateral Agreement, certain intellectual property security agreements have been executed and recorded with the United States Patent and Trademark Office as listed on Schedule 1; and

WHEREAS, under the terms of the 2016 Guarantee and Collateral Agreement, the Grantors have agreed to execute this Supplemental Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby (x) assigns and transfers to the Priority Collateral Trustee, and grants to the Priority Collateral Trustee, for the benefit of the Priority Lien Secured Parties, a lien on and, except as set forth in Section 4.1 or 4.2 of the 2016 Guarantee and Collateral Agreement, a first priority security interest in all of the Intellectual Property Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Priority Lien Obligations (as defined in the Collateral Trust Agreement), and (y) assigns and transfers to the Parity Collateral Trustee, and grants to the Parity Collateral Trustee, for the benefit of the Parity Lien Secured Parties, a lien on and, except as set forth in Section 4.1 or 4.2 of the 2016 Guarantee and Collateral Agreement, a second priority security interest in all of the Intellectual Property Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Parity Lien Obligations (as defined in the Collateral Trust Agreement) (it being understood and agreed that the grants of security interest under the foregoing clause (x) and clause (y) constitute two separate and distinct grants of security and Liens, one in favor of the Priority Collateral Trustee in its capacity as collateral trustee for the benefit of the Priority Lien Secured Parties to secure the Priority Lien Obligations, and the second in favor of the Parity Collateral Trustee in its capacity as collateral trustee for the benefit of the Parity Lien Secured Parties to secure the Parity Lien Obligations), in each case including the following:

1. the United States trademark and service mark registrations and applications listed in Schedule 2, if any, and the goodwill of the business connected with the use of and symbolized by any of the foregoing;
2. the United States patents and patent applications listed in Schedule 2, if any;
3. the United States copyright registrations and applications listed in Schedule 2, if any;
4. the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill; and

5. any and all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

provided, however, that notwithstanding any of the other provisions set forth in this Section 1, this Supplemental Intellectual Property Security Agreement shall not, at any time, constitute a grant of a security interest in any property that is an Excluded Asset (other than any Proceeds of such Excluded Assets unless such Proceeds would otherwise independently constitute Excluded Assets); and provided, further, that if and when any property shall cease to be an Excluded Asset, the right, title, power and interest of each applicable Grantor in and to such property shall be deemed at all times from and after the date thereof to constitute Intellectual Property Collateral. The Grantors, the Priority Collateral Trustee and the Parity Collateral Trustee hereby acknowledge and agree that the security interest created hereby in the Intellectual Property Collateral is not, in and of itself, to be construed as a grant of a fee interest in (as opposed to a security interest in) any Intellectual Property, including any Copyright, Trademark, Patent, Copyright License, Patent License, Trademark License, Trade Secret or Trade Secret License.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Supplemental Intellectual Property Security Agreement, as applicable.

SECTION 3. Execution in Counterparts. This Supplemental Intellectual Property Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract.

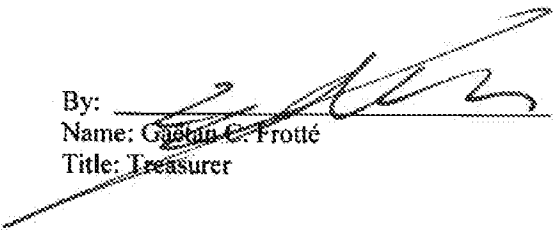
SECTION 4. Governing Law. This Supplemental Intellectual Property Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 5. Conflict Provision. This Supplemental Intellectual Property Security Agreement has been entered into in conjunction with the 2016 Guarantee and Collateral Agreement. Each of the Grantors hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Intellectual Property Collateral granted herein are more fully set forth in the 2016 Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplemental Intellectual Property Security Agreement are deemed to conflict with the 2016 Guarantee and Collateral Agreement, the provisions of the 2016 Guarantee and Collateral Agreement shall control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Supplemental Intellectual Property Security Agreement to be duly executed and delivered by its authorized officer as of the date first above written.

US RETAILERS LLC

By: 
Name: Gustin C. Frotte
Title: Treasurer

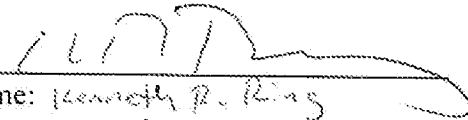
[Signature Page to After-Acquired Intellectual Property Security Agreement]

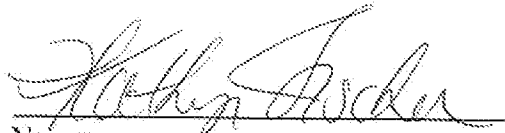
TRADEMARK
REEL: 006548 FRAME: 0725

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Priority Collateral Trustee and Parity Collateral Trustee

By: Deutsche Bank National Trust Company

By: 
Name: Kenneth P. Ring
Title: Director

By: 
Name: Kathryn Fischer
Title: Vice President

[Signature Page to After-Acquired Intellectual Property Security Agreement]

TRADEMARK
REEL: 006548 FRAME: 0726

Schedule 1 to
the After-Acquired Intellectual Property Security Agreement

SECURITY INTEREST RECORDATION FILINGS

Original Guarantee and Collateral Agreement

Intellectual Property Security Agreement	Recordation Details
Intellectual Property Security Agreement dated February 2, 2006	3243/0914 February 9, 2006
Intellectual Property Security Agreement dated December 22, 2009	4118/0628 December 22, 2009
After-Acquired Intellectual Property Security Agreement (Supplemental Filing) dated June 30, 2010	4234/0791 June 30, 2010 24620/0176 June 30, 2010
After-Acquired Intellectual Property Security Agreement (Supplemental Filing) dated January 31, 2011	4463/0940 January 31, 2011

2011 Guarantee and Collateral Agreement

Intellectual Property Security Agreement	Recordation Details
Intellectual Property Security Agreement dated July 1, 2011	4574/0236 July 1, 2011 4574/0246 July 1, 2011 4574/0256 July 1, 2011
Intellectual Property Security Agreement dated April 12, 2012	4760/0495 April 19, 2012
After-Acquired Intellectual Property Security Agreement (Supplemental Filing) dated April 30, 2012	4786/0165 May 23, 2012 4786/0491 May 23, 2012 4786/0517 May 23, 2012 V3616 D070 May 25, 2012
After-Acquired Intellectual Property Security Agreement (Supplemental Filing) dated August 21, 2012	4860/0608 September 13, 2012 4860/0628 September 13, 2012

Intellectual Property Security Agreement	Recordation Details
After-Acquired Intellectual Property Security Agreement (Supplemental Filing) dated November 30, 2012	4929/0636 December 27, 2012 4929/0672 December 27, 2012 December 27, 2012 4929/0691
After-Acquired Intellectual Property Security Agreement (Supplemental Filing) dated June 30, 2013	5061/0305 July 1, 2013 5061/0342 July 1, 2013 5061/0395 July 1, 2013 5061/0411 July 1, 2013 5061/0433 July 1, 2013
Intellectual Property Security Agreement (Supplemental Filing) dated September 13, 2013	5112/0367 September 16, 2013
After-Acquired Intellectual Property Security Agreement (Supplemental Filing) dated October 31, 2013	5143/0486 November 1, 2013
After-Acquired Intellectual Property Security Agreement (Supplemental Filing) dated January 31, 2014	5205/0262 January 31, 2014 5205/0274 January 31, 2014
Intellectual Property Security Agreement dated April 28, 2014	5269/0535 April 28, 2014 5270/0546 April 29, 2014
After-Acquired Intellectual Property Security Agreement (Supplemental Filing) dated April 30, 2014	5272/0398 May 1, 2014
After-Acquired Intellectual Property Security Agreement (Supplemental Filing) dated July 31, 2014	5365/0539 September 18, 2014 33772/0419 September 18, 2014
After-Acquired Intellectual Property Security Agreement (Supplemental Filing) dated October 31, 2014	5392/0561 November 3, 2014
Intellectual Property Security Agreement dated November 12, 2014	5401/0483 November 14, 2014

Intellectual Property Security Agreement	Recordation Details
After-Acquired Intellectual Property Security Agreement (Supplemental Filing) dated January 31, 2015	5451/0157 February 2, 2015 34865/0380 February 2, 2015
After-Acquired Intellectual Property Security Agreement (Supplemental Filing) dated April 30, 2015	5509/0822 May 4, 2015 35560/0243 May 4, 2015
After-Acquired Intellectual Property Security Agreement (Supplemental Filing) dated July 31, 2015	5590/0567 August 3, 2015
After-Acquired Intellectual Property Security Agreement (Supplemental Filing) dated October 31, 2015	5663/0542 November 2, 2015

2016 Guarantee and Collateral Agreement

Intellectual Property Security Agreement	Recordation Details
After-Acquired Intellectual Property Security Agreement (Supplemental Filing) dated July 5, 2016	5829/0870 July 7, 2016
After-Acquired Intellectual Property Security Agreement (Supplemental Filing) dated November 6, 2018	6536/0142 11/12/2018

Schedule 2 to
the After-Acquired Intellectual Property Security Agreement

TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS

PATENTS AND PATENT APPLICATIONS

COPYRIGHT REGISTRATIONS AND APPLICATIONS

US Retailers LLC

Trademarks:

Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
VOLTERRA ENERGY	United States	86373522	8/21/2014	4978712	6/14/2016	US Retailers LLC
DISCOUNT POWER & Design	United States	86950653	3/23/2016	5198204	5/9/2017	US Retailers LLC
POWER EXPRESS	United States	87507316	6/27/2017	5516974	7/17/2018	US Retailers LLC
PE POWER EXPRESS & Design	United States	87507311	6/27/2017	---	---	US Retailers LLC
VOLTERRA ENERGY & Design	United States	88097702 ITU	8/29/2018	---	---	US Retailers LLC

Copyrights:

None

Patents:

None