

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM524761

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
S.E.P.S., Inc.		05/23/2019	Corporation: ILLINOIS
On Computer Services, L.L.C		05/23/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Crescent Agency Services LLC, as Agent		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4362121	UNIFIED POWER	
Registration Number:	1862784	POWERLINK	
Registration Number:	1862785		
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	22283 / 047		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	05/23/2019		
Total Attachments: 5			

CH \$90.00 4362121

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of May 23, 2019, by S.E.P.S., Inc., an Illinois corporation ("SEPS"), On Computer Services, L.L.C., a Texas limited liability company ("Unified Power"; Unified Power and SEPS, individually each a "Grantor" and collectively the "Grantors"), to and with Crescent Agency Services LLC, a Delaware limited liability company, acting in the capacity as agent for the benefit of itself and the lenders parties (the "Lenders") party to the Credit Agreement referred to below (in such capacity, the "Agent").

RECITALS

A. Pursuant to the terms of that certain Credit Agreement dated as of the date hereof (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among UP Intermediate Holding Corp., a Delaware corporation ("Holdings") and UP Acquisition Corp., a Delaware corporation ("Initial Borrower"), and after giving effect to the Closing Date Acquisition, Unified Power Acquisition Corporation, a Delaware corporation ("UP Acquisition"), Power Protection Services LLC, a Texas limited liability company ("Power Protection"), System Engineering International, LLC, a Maryland limited liability company ("Critical Power"), On Computer Services, LLC, a Georgia limited liability company ("On Computer"), Unified Power and SEPS (Initial Borrower, UP Acquisition, Power Protection, Critical Power, Unified Power, On Computer and SEPS, individually and collectively, jointly and severally, the "Borrower"), the financial institutions party hereto from time to time ("Lenders") and the Agent, the Lenders have agreed to make certain financial accommodations to the Borrowers.

B. The Grantors have executed and delivered to the Agent a certain Guarantee and Collateral Agreement dated as of the date hereof (as the same may be amended, renewed, reaffirmed, restated or extended from time to time, the "Security Agreement") by and among, the Borrowers, the other grantors party thereto from time to time, and the Agent, pursuant to which the Grantors granted to the Agent (for the benefit of the Lenders) a security interest and continuing lien on all of the Grantors' rights, title and interests in, to and under all Trademark Collateral (as defined below) to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Security Agreement).

C. The Grantors have agreed to enter into this Agreement in furtherance of the rights granted to the Agent and the Lenders under the Credit Agreement and Security Agreement.

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

1. **Defined Terms.** Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement. Any term used in the UCC and not defined in this Agreement or the Security Agreement shall have the meaning given to such term in the UCC.

2. **Security Interest.** As security for the Secured Obligations, Grantor hereby grants to the Agent, for the benefit of itself and the Lenders, a continuing security interest in and lien on all of Grantor's right title and interest, whether now existing or hereafter arising or acquired, in, to and under the Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto and all goodwill associated with or symbolized by any of such Trademarks (though excluding any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office)) (the "Trademark Collateral").

3. **Recordation.** Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

4. **Incorporation by Reference.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent (for the benefit of the Lenders) pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

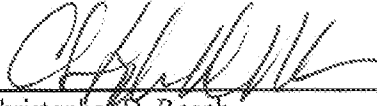
5. **Governing Law.** THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

6. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

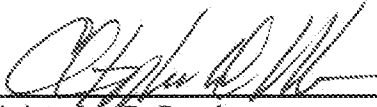
[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

ON COMPUTER SERVICES, L.L.C., as Grantor

By: 
Name: Christopher D. Roach
Title: President

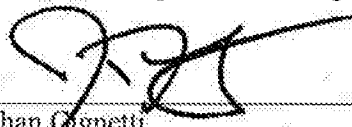
S.E.P.S., INC., as Grantor

By: 
Name: Christopher D. Roach
Title: President

Agreed and Accepted
As of the Date First Written Above:

CRESCENT AGENCY SERVICES LLC, as Agent

By: Crescent Capital Group LP, its Managing Member

By: 
Name: Jonathan Cignetti
Title: Managing Director

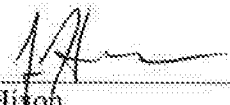

By: 
Name: Jake Hixon
Title: Vice President

EXHIBIT A

TRADEMARKS

<u>Grantor</u>	<u>Mark</u>	<u>Reg./Ser. No.</u>	<u>Reg./Filing Date</u>
On Computer Services, L.L.C.	UNIFIED POWER	4362121	7/2/2013
S.E.P.S., Inc.	POWERLINK	1862784	11/15/1994
S.E.P.S., Inc.		1862785	11/15/1994