

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529709

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Soltage, LLC		06/26/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	1100 North Market Street		
City:	Wilmington,		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3544115	SOLTAGE	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	2027395866		
Email:	felicia.gordon@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	107196.01.0300		
NAME OF SUBMITTER:	Felicia D. Gordon		
SIGNATURE:	/Felicia D. Gordon/		
DATE SIGNED:	06/28/2019		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of June 26, 2019, is by and between SOLTAGE, LLC, a Delaware limited liability company (the “**Grantor**”) and WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as collateral agent (together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”), for the benefit of itself, the holders from time to time of the Notes (as defined below), Manufacturers and Traders Trust Company, as letter of credit issuing bank (together with its successors and permitted assigns, the “**L/C Issuing Bank**”) and Wilmington Trust, National Association, in its capacity as depository (together with its successors and permitted assigns in such capacity, the “**Depository**”).

RECITALS:

A. The Grantor has authorized the issue and sale of its (a) Senior Secured Floating Rate Acquisition Term Notes due 2023 in the aggregate principal amount of \$12,500,000 (as amended, restated, supplemented or otherwise modified from time to time, the “**Acquisition Term Notes**”), (b) Senior Secured Revolving Term Notes due 2023 in the aggregate principal amount of \$20,000,000 (as amended, restated, supplemented or otherwise modified from time to time, the “**Revolving Term Notes**”) and (c) Senior Secured Working Capital Revolving Notes due 2023 in the aggregate principal amount of \$2,500,000 (as amended, restated, supplemented or otherwise modified from time to time, the “**WC Revolving Notes**,” and together with the Acquisition Term Notes and the Revolving Term Notes, the “**Notes**”), subject to and in accordance with the Note Purchase Agreement, dated as of June 10, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Note Agreement**”), among the Grantor, the holders of Notes party thereto from time to time and the L/C Issuing Bank (the holders of the Notes from time to time, the Depository, the Collateral Agent and the L/C Issuing Bank are referred to herein collectively as the “**Secured Parties**”).

B. The holders, the L/C Issuing Bank and the Depository have appointed Wilmington Trust, National Association to act as Collateral Agent on behalf of the Secured Parties in respect of the transactions contemplated by the Note Agreement, the Notes and the other Financing Documents pursuant to the terms of the Collateral Agency Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agency Agreement**”), by and among the Issuer, the Collateral Agent, the Depository and the holders.

C. The Grantor has entered into a Pledge and Security Agreement, dated as of June 10, 2019 (the “**Security Agreement**”), by and among the Grantor, certain subsidiaries of the Grantor party thereto and the Collateral Agent, pursuant to which the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor.

D. Pursuant to Section 9.17 of the Note Agreement, the Grantor has agreed to execute and deliver this Agreement.

Therefore, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS; INTERPRETATION**

1.1. Definitions. Capitalized terms used in this Agreement and not otherwise defined in this Agreement (including the recitals) have the meanings given to those terms in the Security Agreement, or if not defined in the Security Agreement, the Note Agreement, or if not defined in the Note Agreement, the Uniform Commercial Code as in effect from time to time in the applicable jurisdiction (the “UCC”). However, if a term is defined in Article 9 of the UCC differently from another Article of the UCC, the term has the meaning specified in Article 9. This Agreement shall be subject to the rules of construction set forth in Section 1.3 of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

**ARTICLE II
ASSIGNMENT AND GRANT OF SECURITY INTEREST**

2.1. Grant. The Grantor hereby unconditionally grants, assigns as collateral, and pledges to the Collateral Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of the 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 trademark registrations and applications set forth in **Schedule I** hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”);
- (b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2.2. Continuing Security Interest. This Agreement creates a continuing security interest in the Trademark Collateral and will remain in full force and effect until the Secured Obligations are Paid in Full. If, at any time for any reason (including the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Grantor, any guarantor, or any other Person or the appointment of any intervenor or conservator of, or agent or similar official for the Grantor, any guarantor or any other Person or any of their respective properties), any payment received by the Collateral Agent, the Depository, any holder or the L/C Issuing Bank in respect of the Secured

Obligations is rescinded or must otherwise be restored or returned by such Person, this Agreement will continue to be effective or will be reinstated, if necessary, as if such payment had not been made.

2.3. Security Agreement. The grant of security interest pursuant to **Section 2.1** of this Agreement is made in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral 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 Agreement and the Security Agreement, the Security Agreement shall control.

ARTICLE III

GENERAL PROVISIONS

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

3.2. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Grantor may not assign or otherwise transfer any of its rights under this Agreement. The Collateral Agent will have the right to transfer and assign its rights and interests under this Agreement in accordance with the terms of the Collateral Agency Agreement.

3.3. Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the parties hereto shall enter into good faith negotiations to replace the invalid, illegal or unenforceable provision.

3.4. Counterparts. This Agreement may be executed in one or more duplicate counterparts and when signed by all of the parties shall constitute a single binding agreement. A facsimile or electronic transmission of the signature page to this Agreement by any party hereto shall be effective as the signature page of such party and shall be deemed to constitute an original signature of such party to this Agreement and shall be admissible into evidence for all purposes.

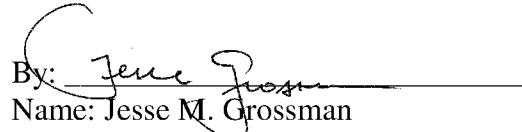
3.5. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, OTHER THAN CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS OR REMEDIES HEREUNDER IN RESPECT OF ANY PARTICULAR COLLATERAL IS GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

3.6. Financing Documents. This Agreement is a Financing Document. This Agreement shall be subject to the provisions set forth in Sections 6.7, 6.8, 6.9 and 6.13 of the Security Agreement, and such provisions are incorporated herein by this reference, mutatis mutandis.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties, intending to be legally bound, has caused this Agreement to be signed on the date first above written.

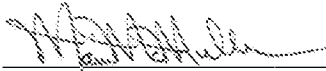
SOLTAGE, LLC,
a Delaware limited liability company

By: 
Name: Jesse M. Grossman
Title: Manager and CEO

Address for notices:

Soltage, LLC
66 York Street, Suite 5
Jersey City, NJ 07302
Email: Managers@soltage.com

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, solely in its capacity as
Collateral Agent and not individually

By: 
Name: Marie McMullen
Title: Assistant Vice President

Address for notices:

Wilmington Trust, National Association
1100 North Market Street
Wilmington, DE 19890
Attention: Administrator for Soltage, LLC
Facsimile: 302-636-4149
Email: mmcmullen@wilmingtontrust.com

SCHEDULE I

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Soltage, LLC	USA	SOLTAGE	Reg. No. 3544115	Reg. Date: 12/9/2008; renewed on 12/9/2018