

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529975

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Power LLC		06/28/2019	Limited Liability Company: UNITED STATES
RECEIVING PARTY DATA			
Name:	Tecum Capital Partners II, L.P.		
Street Address:	8000 Brooktree Road, Suite 310		
City:	Wexford		
State/Country:	PENNSYLVANIA		
Postal Code:	15090		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88231596	SMARTER, NONSTOP POWER	
Serial Number:	87833286	N	
Serial Number:	86372999	NATIONAL POWER CORPORATION	
Serial Number:	86373008	NPC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	mgherlein@jonesday.com		
Correspondent Name:	Matthew J. Gherlein		
Address Line 1:	Northpoint		
Address Line 2:	901 Lakeside Avenue		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Matthew J. Gherlein		
SIGNATURE:	/s/Matthew J. Gherlein		
DATE SIGNED:	07/01/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of June 28, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by and between National Power, LLC, a North Carolina limited liability company ("Grantor") and Tecum Capital Partners II, L.P., a Delaware limited partnership, in its capacity as Agent for the Lenders party to the Loan Agreement, as hereinafter defined ("Agent").

Reference is made to (a) the Term Loan Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among NatPow Holdings, LLC, a Delaware limited liability company ("Parent"), Grantor, Agent and Lenders, and (b) the Security Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Parent, and Agent. The Lenders have agreed to provide the Loans subject to the terms and conditions set forth in the Loan Agreement, and the Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to make the Loans. Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Loan Agreement, as applicable. The interpretive provisions set forth in Section 7.13 of the Loan Agreement shall apply hereto, *mutatis mutandis*.

2. Grant of Security Interest. To secure the prompt payment and performance, in full when due of the Obligations, the Grantor hereby grants to the Agent, for the benefit of the holders of the Obligations, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under Collateral consisting of any Trademarks arising under the Laws of the United States now owned or at any time hereafter acquired by the Grantor, including those registered or applied for Trademarks listed on Schedule I; provided that no security interest is granted on any intent-to-use trademark applications filed in the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under Applicable Law or other Excluded Property (the "Trademark Collateral"). The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

3. Security Agreement. The Security Interest granted to the Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. Counterparts. This 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. Delivery of an executed signature page to

this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

5. Termination. Upon the termination of the Security Agreement in accordance with its terms, or any disposition of the Trademark Collateral in a transaction permitted under the Loan Agreement, following a written request therefor, the Agent shall execute, acknowledge, and deliver to the Grantor (at the Grantor's sole expense) an instrument in writing in recordable form releasing the grant and security interest in the applicable Trademark Collateral under this Agreement and take any other actions reasonably requested by the Grantor to effect such release.

6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS (OTHER THAN THE LAW OF CONFLICTS) OF THE COMMONWEALTH OF PENNSYLVANIA AND THE UNITED STATES OF AMERICA FROM TIME TO TIME IN EFFECT.

7. INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT PURSUANT TO THIS AGREEMENT IN ANY COLLATERAL AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT (AS DEFINED IN THE LOAN AGREEMENT). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of this page intentionally left blank]

[Signature page follows.]

IN WITNESS WHEREOF, Grantor and Agent have executed this Agreement as of the date first above written.

GRANTOR:

National Power, LLC

By: 

Name: Mark Tedford

Title: Vice President

[Signature Page to Trademark Security Agreement]

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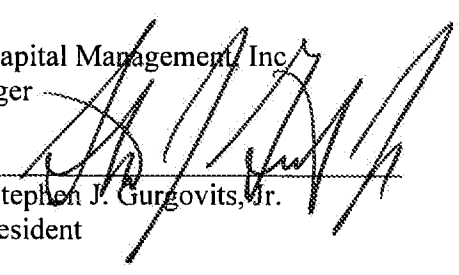
TRADEMARK
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AGENT:

Tecum Capital Partners II, L.P.,
as Agent,

By: Tecum Capital Partners II, LLC
its General Partner

By: Tecum Capital Management, Inc.
its Manager

By: 
Name: Stephen J. Gurgovits, Jr.
Title: President

[Signature Page to Trademark Security Agreement]

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SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
SMARTER, NONSTOP POWER	88231596	December 17, 2018	-	-
N	87833286	March 14, 2018	5605688	November 13, 2018
NATIONAL POWER CORPORATION	86372999	August 21, 2014	4943942	April 26, 2016
NPC	86373008	August 21, 2014	4726836	April 28, 2015