

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Power Survey LLC		07/24/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Société Générale as Administrative Agent		
Street Address:	29 Blvd Haussmann		
City:	Paris		
State/Country:	FRANCE		
Postal Code:	75009		
Entity Type:	Société Anonyme (Sa): FRANCE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85674510	GRIDHEALTH	
Serial Number:	85674492	GRIDSIGHT	
Serial Number:	86043792	POWER SURVEY COMPANY	
Serial Number:	87921753	MAAV	
Serial Number:	88294465	GRIDHEALTH	
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>			
Phone:	2128598000		
Email:	teas@friedfrank.com		
Correspondent Name:	Daniel Stern c/o Fried Frank et al		
Address Line 1:	One New York Plaza		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	2278-5661		
NAME OF SUBMITTER:	Daniel Stern		
SIGNATURE:	/Daniel Stern/		
DATE SIGNED:	07/24/2019		

CH \$140.00 85674510

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of July 24, 2019 (this “Agreement”), among Power Survey LLC, a Delaware limited liability company (the “Grantor”) and Société Générale (in such capacity, the “Administrative Agent”).

WHEREAS, reference is made to (a) the Credit Agreement dated as of January 23, 2019, as amended by the First Amendment to the Credit Agreement, dated as of the date hereof (as may be further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among OHI Intermediate Holdings, Inc., a Delaware corporation (“Holdings”), Osrose Utilities Services, Inc., a Delaware corporation (the “Borrower”), the lenders from time to time party thereto and the Administrative Agent and (b) the Pledge and Security Agreement dated as of January 23, 2019, as amended by Supplement No. 1, dated as of the date hereof (the “Security Agreement”), by and among the Borrower, Holdings, the Subsidiary Parties from time to time party thereto and the Administrative Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, the Grantor is willing to execute and deliver this Agreement in as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent and its successors and assigns, for the benefit of the Secured Parties and their successors and assigns, a continuing security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by the Grantor, including those listed on Schedule I (the “Collateral”).

SECTION 3. Security Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the 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.

SECTION 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 transmission or by email as “.pdf” or “.tif” attachment shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

POWER SURVEY LLC,
as Grantor

By: _____
Name: W. Clay Herron
Title: Vice President

A handwritten signature in black ink, appearing to read "W. Clay Herron", is written over a horizontal line. The signature is stylized and cursive.

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006702 FRAME: 0577

SOCIÉTÉ GÉNÉRALE

By: 

Name: PRANAV CHANDRA

Title: MANAGING DIRECTOR

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006702 FRAME: 0578

SCHEDULE I

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record	Mark
GRIDHEALTH	US	11-Jul-2012 85674510	14-Jan-2014 4467983	Registered Supplemental Register	POWER SURVEY COMPANY
GRIDSIGHT	US	11-Jul-2012 85674492	05-Mar-2013 4297992	Registered	POWER SURVEY COMPANY
POWER SURVEY COMPANY	US	21-Aug-2013 86043792	29-Jul-2014 4577780	Registered Supplemental Register	POWER SURVEY LLC
MAAV	EU	18-May-2018 017902956	13-Sep-2018 017902956	Registered	POWER SURVEY LLC
MAAV	US	15-May-2018 87921753	--	Pending Intent to Use	POWER SURVEY LLC
GRIDHEALTH	US	08-Feb-2019 88294465	--	Pending	POWER SURVEY COMPANY