

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570287

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Xisync LLC		04/02/2020	Limited Liability Company: ILLINOIS
Powertrain Integration Acquisition, LLC		04/02/2020	Limited Liability Company: ILLINOIS
Power Solutions International, Inc.		04/02/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Standard Chartered Bank
Street Address:	2 Gateway Center, 13th Floor
City:	Newark
State/Country:	NEW JERSEY
Postal Code:	07102
Entity Type:	Financial Institution: UNITED KINGDOM

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2854543	MASTERTRAK
Registration Number:	4709397	PITHON
Registration Number:	4712349	PSI
Registration Number:	4712346	PSI
Registration Number:	4792197	POWER SOLUTIONS INTERNATIONAL
Registration Number:	4839450	PSI POWER SOLUTIONS INTERNATIONAL

CORRESPONDENCE DATA

Fax Number: 2124687900

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.

Phone: 212-336-4240

Email: hcheng@mofa.com

Correspondent Name: John Tawadrous

Address Line 1: 250 West 55th Street

Address Line 2: Morrison & Foerster LLP

Address Line 4: New York, NEW YORK 10019

TRADEMARK

ATTORNEY DOCKET NUMBER:	10032-476
NAME OF SUBMITTER:	John Tawadrous
SIGNATURE:	/John Tawadrous/
DATE SIGNED:	04/02/2020

Total Attachments: 7

source=Compiled PSI - Trademark Security Agreement#page1.tif
source=Compiled PSI - Trademark Security Agreement#page2.tif
source=Compiled PSI - Trademark Security Agreement#page3.tif
source=Compiled PSI - Trademark Security Agreement#page4.tif
source=Compiled PSI - Trademark Security Agreement#page5.tif
source=Compiled PSI - Trademark Security Agreement#page6.tif
source=Compiled PSI - Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 2nd day of April, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **STANDARD CHARTERED BANK**, in its capacity as administrative agent and collateral agent for each lender party to the Credit Agreement (as defined below) from time to time (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 27, 2020 (as amended, modified or supplemented from time to time, the “Credit Agreement”) by and among Power Solutions International, Inc., a Delaware corporation, as borrower (“Borrower”), the lenders party thereto from time to time (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender” and collectively the “Lenders”), the Lenders, the Issuing Banks and Agent have each agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Issuing Banks are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Issuing Banks, that certain Guarantee and Collateral Agreement, dated as of April 2, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guarantee and Collateral Agreement”); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Issuing Banks, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guarantee and Collateral Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Issuing Banks, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such 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 Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Issuing Banks or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Issuing Banks, pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral 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 Trademark Security Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

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

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Trademark Security Agreement shall become effective when it shall have been executed by the Agent and when the Agent shall have received

counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS IN SECTION 25 OF THE GUARANTEE AND COLLATERAL AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**POWER SOLUTIONS INTERNATIONAL,
INC.**

By: Charles F. Avery, Jr.
Name: Charles F. Avery, Jr.
Title: Chief Financial Officer

**POWERTRAIN INTEGRATION
ACQUISITION, LLC**

By: Charles F. Avery, Jr.
Name: Charles F. Avery, Jr.
Title: Chief Financial Officer

XISYNC LLC

By: Charles F. Avery, Jr.
Name: Charles F. Avery, Jr.
Title: Chief Financial Officer

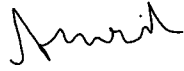
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 006907 FRAME: 0558**

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

STANDARD CHARTERED BANK

By: 
Name: Amrish Mathur
Title: Amrish Mathur

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006907 FRAME: 0559

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark/Application	Serial/ Registration Number	Registration Date	Filing Date	Owner	Filing Location
MASTERTRAK	2,854,543	6/15/2004	5/23/2002	Xisync LLC (IL LLC)	U.S.
PITHON	4,709,397	3/24/2015	1/31/2014	Powertrain Integration Acquisition, LLC (IL LLC)	U.S.
PSI	4,712,349	3/31/2015	8/18/2014	Power Solutions International, Inc. (DE Corp.)	U.S.
PSI LOGO	4,712,346	3/31/2015	8/18/2014	Power Solutions International, Inc. (DE Corp.)	U.S.
POWER SOLUTIONS INTERNATIONAL	4,792,197	8/11/2015	8/18/2014	Power Solutions International, Inc. (DE Corp.)	U.S.
PSI POWER SOLUTIONS INTERNATIONAL & DESIGN	4,839,450	10/27/2015	8/18/2014	Power Solutions International, Inc. (DE Corp.)	U.S.
PGL POWER GREAT LAKES, INC.	87/090,356	Pending	6/30/2016	Power Solutions International, Inc. (DE Corp.)	U.S.
PSI HEAVY DUTY	87/090,274	Pending	6/30/2016	Power Solutions International, Inc. (DE Corp.)	U.S.

Trade Names

None.

Common Law Trademarks

Bi-Phase Technologies, LLC
Bi-Phase Technologies, LLC
Bi-Phase Technologies, LLC
Powertrain Integration Acquisition, LLC
Powertrain Integration Acquisition, LLC
Powertrain Integration Acquisition, LLC
Fuel Line Arrangement for LPG System, and Method Bi-Phase
System and Condenser for Fuel Injection System Powertrain Integration
PI
PI Logo

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ny-1889852

**TRADEMARK
REEL: 006907 FRAME: 0560**

Trademarks Not Currently In Use

None.

Trademark Licenses

None.