

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601005

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schumacher Electric Corporation		10/02/2020	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	CERBERUS BUSINESS FINANCE AGENCY, LLC as collateral agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Serial Number:	86965140	FRR	
Serial Number:	86981298	SCHULINK	
Serial Number:	86832054	SCHULINK	
Serial Number:	86832178	R	
Serial Number:	86981227		
Serial Number:	86980873	R	
Serial Number:	86781124	SCHUMACHER	
Serial Number:	86781144	SCHUMACHER ELECTRIC CORP. SINCE 1947	
Serial Number:	86653642	SCHULINK	
Serial Number:	86559152	BLUE-FUEL	
Serial Number:	85667918	SCHUMACHER E L E C T R I C	
Serial Number:	77847724	MICROPROCESSOR CONTROLLED	
Serial Number:	77844292	SCHUMACHER ELECTRIC CORP. SINCE 1947	
Serial Number:	77844783	AUTO VOLTAGE DETECTION	
Serial Number:	77206148	CHARGE XPRESS	
Serial Number:	77196853	DYNACHARGE	
Serial Number:	77196978	SIGNATURE SERIES	
Serial Number:	78290275	SCHUMACHER	
Serial Number:	78206749	CHARGE 'N RIDE	
TRADEMARK			

CH \$640.00 86965140

Property Type	Number	Word Mark
Serial Number:	75900352	BATTERY COMPANION
Serial Number:	74500082	SHIP 'N SHORE
Serial Number:	77206818	MITYMITE
Serial Number:	77206825	FARM & RANCH
Serial Number:	78251866	COMPUTER SMART
Serial Number:	78247073	SPEEDCHARGE

CORRESPONDENCE DATA

Fax Number: 2125935955
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: 2127562132
Email: scott.kareff@srz.com
Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 25th Floor
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Scott Kareff (014951.1984)
SIGNATURE:	/rr for sk/
DATE SIGNED:	10/02/2020

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 2, 2020, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Cerberus Business Finance Agency, LLC ("Cerberus"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of October 2, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Jumpstart Purchaser, Inc., a Delaware corporation ("Initial Borrower" and immediately upon consummation of the Schumacher Acquisition (as defined therein), "Holdings"), Schumacher Electric Corporation, an Illinois corporation ("Schumacher"), each other subsidiary of Holdings listed as a "Borrower" on the signature pages thereto (together with the Initial Borrower and Schumacher (immediately after giving effect to the Schumacher Acquisition) and each other Person that executes a joinder agreement and becomes a "Borrower" thereunder, each a "Borrower" and collectively, the "Borrowers"), Holdings, the other Persons party thereto that are designated as a "Credit Party" from time to time, the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Cerberus Business Finance Agency, LLC, a Delaware limited liability company ("Cerberus"), as administrative agent (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") and collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent", and together with the Administrative Agent, each an "Agent" and collectively, the "Agents"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to the Credit Agreement, to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Security Agreement, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral owned by the Grantor (the "Trademark Collateral"):

(a) all of its U.S. Trademarks, registrations and all applications for registration thereof, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, or other violation thereof.

Section 3. Excluded Property. Notwithstanding anything contained herein, the Collateral does not include any "intent to use" Trademarks or any other Intellectual Property if the grant, attachment or enforcement of a Lien on or security interest in such Intellectual Property would impair the validity or enforceability, or result in the cancellation or voiding of such Intellectual Property or any Intellectual Property issuing therefrom.

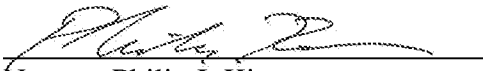
Section 4. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).


[SIGNATURE PAGES FOLLOW]

SCHUMACHER ELECTRIC CORPORATION,
as a Grantor

By: 
Name: Philip I. Kim
Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

CERBERUS BUSINESS FINANCE AGENCY, LLC,
as Collateral Agent

By: 

Name: Daniel E. Wolf
Title: Senior Managing Director


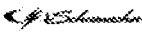
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007068 FRAME: 0849

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations



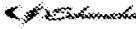




UNITED STATES TRADEMARKS


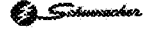

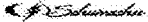

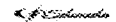
Mark	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
FR Design 	86965140 05-APR-2016	5117878 10-JAN-2017	Registered	Schumacher Electric Corporation
SCHULINK	86981298 25-NOV-2015	5138998 07-FEB-2017	Registered	Schumacher Electric Corporation
SCHULINK	86832054 25-NOV-2015	5224006 13-JUN-2017	Registered	Schumacher Electric Corporation
R Design 	86832178 25-NOV-2015	5224008 13-JUN-2017	Registered	Schumacher Electric Corporation
Design Only 	86981227 25-NOV-2015	5130521 24-JAN-2017	Registered	Schumacher Electric Corporation
R Design 	86980873 25-NOV-2015	5125887 17-JAN-2017	Registered	Schumacher Electric Corporation
SCHUMACHER Design 	86781124 07-OCT-2015	4964453 24-MAY-2016	Registered	Schumacher Electric Corporation
SCHUMACHER ELECTRIC CORP. SINCE 1947 Design 	86781144 07-OCT-2015	4987206 28-JUN-2016	Registered	Schumacher Electric Corporation

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
SCHULINK Design 	86653642 05-JUN-2015	5028224 23-AUG-2016	Registered	Schumacher Electric Corporation
BLUE-FUEL Design 	86559152 10-MAR-2015	4844692 03-NOV-2015	Registered	Schumacher Electric Corporation
SCHUMACHER ELECTRIC Design 	85667918 03-JUL-2012	4363563 09-JUL-2013	Registered	Schumacher Electric Corporation
MICROPROCESSOR CONTROLLED Design 	77847724 13-OCT-2009	3802529 15-JUN-2010	Registered	Schumacher Electric Corporation
SCHUMACHER ELECTRIC CORP. SINCE 1947 Design 	77844292 08-OCT-2009	3802494 15-JUN-2010	Registered	Schumacher Electric Corporation
AUTO VOLTAGE DETECTION Design 	77844783 08-OCT-2009	3806182 22-JUN-2010	Registered	Schumacher Electric Corporation
CHARGE XPRESS	77206148 14-JUN-2007	3375809 29-JAN-2008	Registered	Schumacher Electric Corporation
DYNACHARGE	77196853 04-JUN-2007	3441976 03-JUN-2008	Registered	Schumacher Electric Corporation
SIGNATURE SERIES Stylized <i>Signature Series</i>	77196978 04-JUN-2007	3380821 12-FEB-2008	Registered	Schumacher Electric Corporation
SCHUMACHER Design 	78290275 21-AUG-2003	2895635 19-OCT-2004	Registered	Schumacher Electric Corporation
CHARGE 'N RIDE	78206749 24-JAN-2003	2957961 31-MAY-2005	Registered	Schumacher Electric Corporation
BATTERY COMPANION	75900352 19-JAN-2000	2460511 12-JUN-2001	Registered	Schumacher Electric Corporation
SHIP 'N SHORE	74500082 10-MAR-1994	1880485 28-FEB-1995	Registered	Schumacher Electric Corporation
MITYMITE	77206818 15-JUN-2007	3375810 29-JAN-2008	Registered	Schumacher Electric Corporation

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
FARM & RANCH	77206825 15-JUN-2007	3375811 29-JAN-2008	Registered	Schumacher Electric Corporation
COMPUTER SMART	78251866 20-MAY-2003	3009741 25-OCT-2005	Registered	Schumacher Electric Corporation
SPEEDCHARGE	78247073 08-MAY-2003	2953850 17-MAY-2005	Registered	Schumacher Electric Corporation

NON-UNITED STATES TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
MICROPROCESSOR CONTROLLED & Design 	Canada	1953397 25-MAR-2019	--	Pending	Schumacher Electric Corporation
SCHULINK & Design 	Canada	1953398 25-MAR-2019	--	Pending	Schumacher Electric Corporation
SCHUMACHER & Design 	Canada	1953403 25-MAR-2019	--	Pending	Schumacher Electric Corporation
BULL HEAD Logo 	Canada	1953408 25-MAR-2019	--	Pending	Schumacher Electric Corporation
BLUE-FUEL & Design 	Canada	1953410 25-MAR-2019	--	Pending	Schumacher Electric Corporation
SCHUMACHER ELECTRIC CORP. SINCE 1947 & Design 	Canada	1953431 25-MAR-2019	--	Pending	Schumacher Electric Corporation
SCHUMACHER ELECTRIC Design 	China	15469398 09-OCT-2014	15469398 28-JUL-2018	Registered	Schumacher Electric Corporation

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
SCHUMACHER ELECTRIC Design 	EUTM	13261301 16-SEP-2014	13261301 27-JAN-2015	Registered	Schumacher Electric Corporation
SCHUMACHER Design 	EUTM	4459293 24-MAY-2005	4459293 14-JUN-2006	Registered	Schumacher Electric Corporation
SCHUMACHER ELECTRIC Design 	India	2819794 29-SEP-2014	2819794 29-SEP-2014	Registered	Schumacher Electric Corporation
SCHUMACHER Design 	<u>International Register</u> Australia China EUTM India	1298588 06-APR-2016	1298588 06-APR-2016	Registered	Schumacher Electric Corporation
SCHUMACHER Design 	South Africa	2018/22719 10-AUG-2018	2018/22719 17-MAR-2020	Registered	Schumacher Electric Corporation
SCHUMACHER Design 	South Africa	2018/22718 10-AUG-2018	2018/22718 17-MAR-2020	Registered	Schumacher Electric Corporation