ETAS ID: TM602985

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Array Technologies, Inc.		10/14/2020	Corporation: NEW MEXICO

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282-2198
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4752865	DURARACK
Registration Number:	4609055	DURATRACK

CORRESPONDENCE DATA

Fax Number:

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.

202-370-4750 Phone:

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

1025 Vermont Ave NW, Suite 1130 Address Line 1:

Address Line 2: Cogency Global Inc. Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1277015
NAME OF SUBMITTER:	Daphne Xu
SIGNATURE:	/Daphne Xu/
DATE SIGNED:	10/14/2020

Total Attachments: 5

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> TRADEMARK **REEL: 007077 FRAME: 0187**

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TRADEMARK
REEL: 007077 FRAME: 0188

TRADEMARK SECURITY AGREEMENT

WHEREAS, Array Technologies, Inc. a New Mexico corporation (herein referred to as the "Grantor") owns the Trademark Collateral (as defined below);

WHEREAS, the Grantor, the Lenders party thereto, and Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent, are parties to that certain Credit Agreement, dated as of October 14, 2020 (as amended from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to that certain Security Agreement, dated as of October 14, 2020, (as amended and/or supplemented from time to time, the "Security Agreement") among the Grantor, the Guarantors party thereto and Goldman Sachs Bank USA, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), the Grantor has secured certain of its obligations (its "Secured Obligations") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest (the "Transaction Liens") in certain personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure its Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following to the extent it constitutes Collateral (including giving effect to the proviso in Section 2(a) thereof) (all of the following items, to the extent constituting Collateral being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark registration and application thereof owned by the Grantor and identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and
 - (ii) all Proceeds of the foregoing.

This Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such property is excluded as Collateral by the terms of the Security Agreement, including in any Excluded Property.

The Grantor irrevocably appoints the Grantee its true and lawful attorney, with full power of substitution, in the name of the Grantor, any Secured Party or otherwise, for the sole use and benefit of the Secured Parties, but at the Grantor's expense, to the extent permitted by Law to exercise, at any time and from time to time while any Event of Default shall have occurred and be continuing and/or an Enforcement Notice is in effect all or any of the powers provided for in Section 15 of the Security Agreement with respect to all or any of the Trademark Collateral.

The foregoing security interest has been granted under the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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. In the event of a conflict between the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall control.

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Upon termination of the Transaction Liens in the Trademark Collateral pursuant to the Security Agreement, the security interests granted hereby shall automatically terminate and be released, and the Grantee will, at the expense of the Grantor, execute and deliver to the Grantor such documents, and take such other actions, as the Grantor shall reasonably request to evidence the termination of the security interests granted hereby.

Capitalized terms used but not defined herein but defined in the Security Agreement are used herein with the respective meanings provided for therein.

[Signature pages follow]

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

ARRAY TECHNOLOGIES, INC.,

a New Mexico corporation,

as Grantor

Name: Nipul Pa

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Acknowledged:

GOLDMAN SACHS BANK USA,

as Collateral Agent

By:

Name: Robert Ehudin

Title: Authorized Signatory

ARRAY TECHNOLOGIES, INC.

TRADEMARKS

Country	<u>Trademark</u>	App. Date	App. No.	Reg. Date	Reg. No.	Record Owner
U.S.	DURARACK	3/4/2014	86210615	6/9/2015	4,752,865	Array Technologies, Inc.
U.S.	DURATRACK	2/5/2014	86184845	9/23/2014	4,609,055	Array Technologies, Inc.

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RECORDED: 10/14/2020