

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635593

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Inventus Power, Inc.		03/29/2021	Corporation: DELAWARE
Palladium Energy Inc.		03/29/2021	Corporation: ILLINOIS
ICC-Nexergy, Inc.		03/29/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Pennantpark Loan Agency Servicing, LLC
Street Address:	590 Madison Avenue, 15TH Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4657241	U1LIFE
Registration Number:	4657243	U1LIFE
Registration Number:	5051230	INVENTUS POWER
Registration Number:	5051229	INVENTUS POWER
Registration Number:	5311763	THE POWER IN HEALTHCARE
Registration Number:	4865393	INTELLIGENT POWER SOLUTIONS
Registration Number:	4731067	
Registration Number:	3348556	ELPAC POWER SYSTEMS
Registration Number:	1083322	INTERVOX
Registration Number:	4917702	PALLADIUM ENERGY
Registration Number:	4899653	PALLADIUM ENERGY
Registration Number:	4821549	IQL IQ LABORATORIES
Registration Number:	4821548	IQ LABORATORIES
Registration Number:	4696128	DISMOUNTED POWER
Serial Number:	90082903	WOLF PACK
Serial Number:	90082846	PROTRXION
Serial Number:	90083119	U1LIFEPRO

OP \$490.00 4657241

Property Type	Number	Word Mark
Serial Number:	90390820	
Serial Number:	90530341	INVINCSTABLE

CORRESPONDENCE DATA

Fax Number: 2148558200

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: 2148558000

Email: chris.andersen@nortonrosefulbright.com

Correspondent Name: Chris R. Andersen

Address Line 1: 2200 Ross Avenue, Suite 3600

Address Line 2: Norton Rose Fulbright US LLP

Address Line 4: Dallas, TEXAS 75201-7932

ATTORNEY DOCKET NUMBER: 1001155719

NAME OF SUBMITTER: Chris Andersen

SIGNATURE: /chris andersen/

DATE SIGNED: 03/30/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 29, 2021, is by INVENTUS POWER, INC., a Delaware corporation (“Borrower”), PALLADIUM ENERGY GROUP, INC., a Delaware corporation (“Palladium”), INVENTUS POWER (OHIO) INC., an Ohio corporation (“Inventus Ohio”), INVENTUS POWER (DELAWARE), INC., a Delaware corporation (“Inventus Delaware”), INVENTUS POWER (ILLINOIS) LLC, an Illinois limited liability company (“Inventus Illinois” and, together with Borrower, Palladium, Inventus Ohio and Inventus Delaware, each a “Grantor” and, collectively, the “Grantors”), in favor of PENNANTPARK LOAN AGENCY SERVICING, LLC, as administrative agent (in such capacity, the “Grantee”), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, the Grantors own the Trademark registrations and Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, the Grantors have entered into that certain Second Lien Credit Agreement dated as of March 29, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, pursuant to which, among other things, each Grantor has become obligated in respect of the Obligations; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of March 29, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantors, Grantee and the other Persons party thereto as “Grantors”, each Grantor has granted to Grantee, for the benefit of itself and the other Secured Parties, a security interest in substantially all of its Collateral, including all right, title and interest of such Grantor in to the Trademark Collateral (as hereinafter defined) now or hereafter owned by such Grantor to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, for the benefit of Grantee and the other Secured Parties, to secure the payment of the Obligations, a continuing security interest in all of such Grantor’s right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by such Grantor, including, without limitation, the Trademark registrations and Trademark applications (excluding any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office)) referred to in **Schedule 1** annexed hereto;

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

(3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by such Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of any Grantor beyond the rights and obligations contained in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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. In the event of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank; signature page follows]

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

GRANTORS:

INVENTUS POWER, INC., a Delaware corporation

PALLADIUM ENERGY GROUP, INC., a Delaware corporation

INVENTUS POWER (OHIO) INC., an Ohio corporation

INVENTUS POWER (DELAWARE), INC., a Delaware corporation

INVENTUS POWER (ILLINOIS) LLC, an Illinois limited liability company

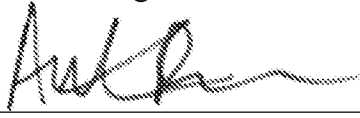
By: 

Name: Daniel Winterton

Title: Chief Financial Officer

Acknowledged:

PENNANTPARK LOAN AGENCY SERVICING, LLC,
as Administrative Agent

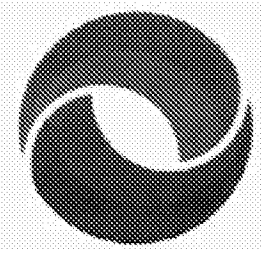
By: 

Name: Arthur H. Penn

Title: Chief Executive Officer

Schedule 1 to Trademark Security Agreement


U.S. TRADEMARK REGISTRATIONS

Grantor	Registration Number	Mark	Registration Date
Inventus Power, Inc.	4657241	U1LIFE	December 16, 2014
Inventus Power, Inc.	4657243	U1LIFE	January 21, 2014
Inventus Power, Inc.	5051230	INVENTUS POWER	September 27, 2016
Inventus Power, Inc.	5051229	INVENTUS POWER	September 27, 2016
Inventus Power, Inc.	5311763	THE POWER IN HEALTHCARE	October 17, 2017
Inventus Power, Inc.	4865393	INTELLIGENT POWER SOLUTIONS	December 8, 2015
Inventus Power, Inc.	4731067		May 5, 2015
Inventus Power, Inc.	3348556	ELPAC POWER SYSTEMS	December 4, 2007
ICC-Nexergy, Inc. ¹	1083322	INTERVOX	January 24, 1978
Palladium Energy, Inc. ²	4917702	PALLADIUM ENERGY	March 15, 2016
Palladium Energy, Inc.	4899653	PALLADIUM ENERGY	February 9, 2016
Palladium Energy, Inc.	4821549	IQL IQ Laboratories	September 29, 2015
Palladium Energy, Inc.	4821548	IQ LABORATORIES	September 29, 2015
Palladium Energy, Inc.	4696128	DISMOUNTED POWER	March 3, 2015

¹ ICC-Nexergy, Inc. is now known as Inventus Power, Inc., a Delaware corporation.

² Palladium Energy, Inc. is now known as Inventus Power (Delaware), Inc., a Delaware corporation.

U.S. TRADEMARK APPLICATIONS

Grantor	Serial Number	Mark	Registration Date
Inventus Power, Inc.	90082903	WOLF PACK	July 30, 2020
Inventus Power, Inc.	90082846	PROTRXION	July 30, 2020
Inventus Power, Inc.	90083119	UILIFEPRO	July 30, 2020
Inventus Power, Inc.	90390820		December 17, 2020
Inventus Power, Inc.	90530341	INVINCSTABLE	February 16, 2021