

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656047

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DD Grid, LLC		06/24/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent		
Street Address:	Eleven Madison Avenue		
City:	new york		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5308636	GRID	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	030786-0964		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	06/25/2021		
Total Attachments: 6			
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SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of June 24, 2021, made by DD GRID, LLC, a Texas limited liability company, having a principal place of business at 19351 FM 1541, Canyon, TX, 79015 (the "Grantor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, having a principal place of business at Eleven Madison Avenue, New York, New York 10010, as administrative agent (the "Administrative Agent") for the several banks and other financial institutions (collectively, the "Lenders") from time to time party to the Second Lien Credit Agreement (as defined below) and as collateral agent (the "Collateral Agent" and together with the Administrative Agent, the "Agents") for the Secured Parties (as defined in the Second Lien Guarantee and Collateral Agreement (as defined below)).

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of March 6, 2018 (as amended, restated, amended and restated, waived, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among ARTERA SERVICES, LLC, a Delaware limited liability company (together with any successor in interest thereto, the "Borrower"), ARTERA SERVICES MIDCO, LLC, a Delaware limited liability company (together with any successor in interest thereto, " Holding"), the Agents and the other parties from time to time party thereto, the Lenders have severally agreed to make extensions of credit (collectively, the "Loans") to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Second Lien Credit Agreement, the Borrower, Holding, the Grantor and the other parties thereto have executed and delivered the Second Lien Guarantee and Collateral Agreement, dated as of March 6, 2018 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement"), in favor of the Collateral Agent; and

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement, as applicable.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of business, pursuant to the Second Lien Guarantee and Collateral Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except as provided in Subsection 3.3 of the Second Lien Guarantee and Collateral Agreement.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Second Lien Guarantee and Collateral Agreement. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement shall prevail.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD

REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER
JURISDICTION.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DD GRID, LLC

as Grantor

By: Volt Power, LLC, its sole member


By: _____ 

Name: W. Thomas Newell

Title: Chief Legal Officer

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,**
as Agent

By:  _____
Name: Lingzi Huang
Title: Authorized Signatory

By:  _____
Name: Jessica Gavarkovs
Title: Authorized Signatory

SCHEDULE I

Trademark Registrations

<u>OWNER</u>	<u>TRADEMARK</u>	<u>Application No. / Serial No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>
DD GRID, LLC	GRID	5308636	3/30/17	10/10/17