

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779214

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Power, LLC		01/06/2023	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	First Horizon Bank		
Street Address:	1 Glenwood Ave, Suite 800		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27603		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5832443	SMARTER, NONSTOP POWER	
Registration Number:	5605688	N	
Registration Number:	5114672	SM-ENERGY	
Registration Number:	4943942	NATIONAL POWER	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	(704)342-5267		
Email:	mjaskolka@poynerspruill.com		
Correspondent Name:	Melissa Jaskolka		
Address Line 1:	301 S. College St., Suite 2900		
Address Line 2:	Poyner Spruill LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	029403-00139000		
NAME OF SUBMITTER:	Joanne Wu-White		
SIGNATURE:	/Joanne Wu-White/		
DATE SIGNED:	01/09/2023		
Total Attachments: 5			

OP \$115.00 5832443

source=Trademark Security Agreement National Power - executed#page1.tif
source=Trademark Security Agreement National Power - executed#page2.tif
source=Trademark Security Agreement National Power - executed#page3.tif
source=Trademark Security Agreement National Power - executed#page4.tif
source=Trademark Security Agreement National Power - executed#page5.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") dated as of January 6, 2023 by and among **NATIONAL POWER, LLC**, a North Carolina limited liability company (the "Grantor"), to and for the benefit of **FIRST HORIZON BANK**, a Tennessee banking corporation (the "Secured Party").

This Agreement is executed pursuant to the terms of (a) that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the Borrowers, the other Loan Parties party thereto, the Lenders from time to time party thereto and the Secured Party, as the administrative agent to the Lenders, and (b) that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Grantors in favor of the Secured Party. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Party, a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which the Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each United States Trademark listed on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (b) injury to the goodwill associated with any Trademark or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Trademark Security Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

NATIONAL POWER, LLC,
a North Carolina limited liability company

By: 

Name: Christopher T. Hutter

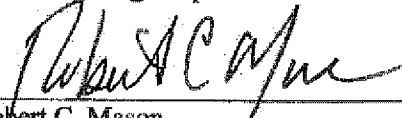
Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007941 FRAME: 0287

Agreed and Accepted as of the 6th day of
January, 2023.

FIRST HORIZON BANK,
a Tennessee banking corporation

By: 
Name: Robert C. Mason
Title: Senior Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007941 FRAME: 0288

Schedule A to Trademark Security Agreement

TRADEMARKS

Record Owner	Mark	Registration Number	Serial Number
National Power, LLC	SMARTER, NONSTOP POWER	5832443	88231596
National Power, LLC	N	5605688	87833286
National Power, LLC	Sm-Energy	5114672	87103890
National Power, LLC	NATIONAL POWER	4943942	86372999

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

1. Master Services Agreement dated April 18, 2018 between BroadPoint Technologies, LLC. (“*Provider*”) and National Power, LLC (f/k/a National Power Corp.).
 - a. Under this agreement, Provider is assisting with the development and implementation of Microsoft Dynamic 365 as National Power’s new enterprise resource planning solution. Provider grants National Power a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use the delivered Work Product (defined therein) for any purpose.