

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM828989

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stanadyne Operating Company LLC		07/31/2023	Limited Liability Company: DELAWARE
Pure Power Technologies LLC		07/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance Agency, LLC		
Street Address:	875 Third Avenue, 12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	97227480	ENABLING CLEAN PROPULSION THROUGH ENGINE	
Registration Number:	4844674		
Registration Number:	0808434	PENCIL NOZZLE	
Registration Number:	2027064	RSN	
Registration Number:	1629975	STANADYNE	
Registration Number:	1622066	STANADYNE	
Serial Number:	97227520	STANADYNE START NOW	
Registration Number:	5687209	PURE POWER	
Registration Number:	4597389	PURE POWER	
Registration Number:	4703938	PURE POWER	
CORRESPONDENCE DATA			
Fax Number:	3104079090		
<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:	310-407-4091		
Email:	rsmith@ktbslaw.com		

OP \$265.00 97227480

Correspondent Name: KTBS Law LLP
Address Line 1: 1801 Century Park East, 26th Floor
Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Robert J. Smith
SIGNATURE:	/s/ Robert J. Smith
DATE SIGNED:	07/31/2023

Total Attachments: 4

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ASSIGNMENT FOR SECURITY - - TRADEMARKS

WHEREAS, STANADYNE OPERATING COMPANY LLC, a Delaware limited liability company, and PURE POWER TECHNOLOGIES LLC, a Delaware limited liability company (the “**Assignors**”) have adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, the Assignors have entered into a Pledge and Security Agreement, dated July 31, 2023 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of Cerberus Business Finance Agency, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the “**Assignee**”); and

WHEREAS, pursuant to the Security Agreement, the Assignors have assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignors in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors do hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignors do hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, each Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of July 31, 2023.

STANADYNE OPERATING COMPANY LLC

By: _____
Name: Robert Mallory
Title: Chief Executive Officer

PURE POWER TECHNOLOGIES LLC

By: _____
Name: Robert Mallory
Title: Chief Executive Officer

[Signature Page to Assignment for Security (Trademarks)]

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Stanadyne Operating Company LLC	United States of America	ENABLING CLEAN PROPULSION THROUGH ENGINE INNOVATION	97/227,480	19-Jan-22	
Stanadyne Operating Company LLC	United States of America	Miscellaneous Design	4,844,674	9-Mar-15	3-Nov-15
Stanadyne Operating Company LLC	United States of America	PENCIL NOZZLE	808,434	5-Nov-64	17-May-66
Stanadyne Operating Company LLC	United States of America	RSN	2,027,064	30-Jan-96	31-Dec-96
Stanadyne Operating Company LLC	United States of America	STANADYNE	1,629,975	13-Nov-89	1-Jan-91
Stanadyne Operating Company LLC	United States of America	STANADYNE	1,622,066	13-Nov-89	13-Nov-90
Stanadyne Operating Company LLC	United States of America	STANADYNE START NOW	97/227,520	19-Jan-22	
Pure Power Technologies LLC	United States of America	PURE POWER	5,687,209	4-Dec-17	26-Feb-19
Pure Power Technologies LLC	United States of America	PURE POWER	4,597,389	19-Mar-10	2-Sep-14

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Pure Power Technologies LLC	United States of America	purePOWER Black and White Logo	4,703,938	26-Mar-10	17-Mar-15