

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407401

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alber Corp.		11/30/2016	Corporation: FLORIDA
Asco Power Technologies, L.P.		11/30/2016	Limited Partnership: DELAWARE
Avocent Corporation		11/30/2016	Corporation: DELAWARE
Avocent Fremont, LLC		11/30/2016	Limited Liability Company: CALIFORNIA
Avocent Huntsville, LLC		11/30/2016	Limited Liability Company: ALABAMA
Avocent Redmond Corp.		11/30/2016	Corporation: WASHINGTON
Electrical Reliability Services, Inc.		11/30/2016	Corporation: CALIFORNIA
Emerson Network Power, Energy Systems, North America, Inc.		11/30/2016	Corporation: DELAWARE
High Voltage Maintenance Corporation		11/30/2016	Corporation: OHIO
Liebert Corporation		11/30/2016	Corporation: OHIO
Liebert North America, Inc.		11/30/2016	Corporation: DELAWARE
Northern Technologies, Inc.		11/30/2016	Corporation: IDAHO

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	Mail Code NY1-C413, 4 CMC
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245-0001
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 86

Property Type	Number	Word Mark
Registration Number:	2366363	BATTCON
Registration Number:	3310931	CELLCORDER
Registration Number:	3640107	TRUST YOUR BATTERIES
Registration Number:	3858995	ALBER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4384216	AXS
Registration Number:	4951729	KWIK-TAB
Registration Number:	1128528	ISLATROL
Registration Number:	1131252	FIRETROL
Registration Number:	1318749	THE ACTIVE TRACKING FILTER
Registration Number:	1465314	ISLATRAN
Registration Number:	1534038	ISLATRON
Registration Number:	2037566	ACCUGUIDE
Registration Number:	2041154	INTERCEPTOR
Registration Number:	2115239	ISLAGUARD
Registration Number:	2166243	PULSAR
Registration Number:	2305341	FIRECAT
Registration Number:	2435453	POWERQUEST
Registration Number:	3404979	ACTIVE TRACKING
Registration Number:	3777262	EDCO
Registration Number:	1305786	AS
Registration Number:	2732720	
Registration Number:	2732721	AVOCENT
Registration Number:	2732722	AVOCENT
Registration Number:	2773874	AVOCENT
Registration Number:	2799702	DSVIEW
Registration Number:	2801074	AMWORKS
Registration Number:	2801197	AVWORKS
Registration Number:	2859800	DSR
Registration Number:	2931341	DAMBRACKAS VIDEO COMPRESSION
Registration Number:	2942470	AMX
Registration Number:	3090654	SWITCHVIEW
Registration Number:	3262305	EMERGE
Registration Number:	5008307	AVOCENT
Registration Number:	1817814	CYCLADES
Registration Number:	2098659	OUTLOOK
Registration Number:	2120341	OSCAR
Registration Number:	3785135	COOLIGY
Registration Number:	1844756	ETI
Registration Number:	2137646	ETI
Registration Number:	2155175	ETI
Registration Number:	621756	LORAIN
Registration Number:	0774878	LORAIN

Property Type	Number	Word Mark
Registration Number:	1732714	JUICEBOX
Registration Number:	1894580	MESA
Registration Number:	2141198	VORTEX
Registration Number:	2592375	PROFORM
Registration Number:	3516935	NETSURE
Registration Number:	3819329	NETPERFORM
Registration Number:	3948445	NETREACH
Registration Number:	3998694	NETXTEND
Registration Number:	4539096	ESURE
Registration Number:	1039405	HVM
Registration Number:	1039406	HIGH VOLTAGE MAINTENANCE
Serial Number:	85084568	FLEXPOWER
Registration Number:	1184636	LIEBERT
Registration Number:	1185650	LIEBERT
Registration Number:	1336375	L LIEBERT
Registration Number:	1394704	SITESCAN
Registration Number:	1472034	LIEBERT
Registration Number:	1933970	SITENET
Registration Number:	2154387	LOAD BUS SYNC
Registration Number:	2180322	POWER-TIE
Registration Number:	2282525	LIEBERT
Registration Number:	2297648	LIQUI-TECT
Registration Number:	2457495	MULTIPOINT
Registration Number:	2489259	NFINITY
Registration Number:	2511965	MULTILINK
Registration Number:	2743056	NPOWER
Registration Number:	3059612	PARADENSER
Registration Number:	3059613	ICOM
Registration Number:	3270472	DATA CENTER USERS' GROUP
Registration Number:	3316738	DCUG
Registration Number:	3999203	LIEBERT VIRTUAL NTEGRITY
Registration Number:	4250557	SMARTROW
Registration Number:	4429196	OPTIMIZEIT
Registration Number:	4566248	POWERSURE
Registration Number:	4629038	SMARTEDGE
Registration Number:	4704202	MOSAIC
Registration Number:	4846213	SMARTMOD
Registration Number:	4902942	SMARTCABINET

Property Type	Number	Word Mark
Registration Number:	5009676	SMARTAISLE
Registration Number:	1951261	
Registration Number:	3016288	SURGEASSURE INDUSTRIAL PROTECTION FOR YO
Registration Number:	1564059	CERAMGARD
Registration Number:	2353352	SURGECALC
Registration Number:	3907097	TRANSIENT ELIMINATOR

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	12/02/2016

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2016, made by each of the undersigned grantors (individually, a "Grantor", and, collectively, the "Grantors"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Marks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office ("PTO") on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);
- (b) all goodwill associated with such Marks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Collateral).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accord-

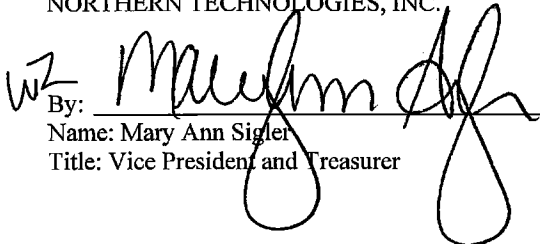
ance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

ALBER CORP.
ASCO POWER TECHNOLOGIES L.P.
BY: ASCO POWER GP, LLC, ITS GENERAL
PARTNER
AVOCENT CORPORATION
AVOCENT FREMONT, LLC
AVOCENT HUNTSVILLE, LLC
AVOCENT REDMOND CORP.
ELECTRICAL RELIABILITY SERVICES, INC.
EMERSON NETWORK POWER, ENERGY
SYSTEMS, NORTH AMERICA, INC.
HIGH VOLTAGE MAINTENANCE CORPORATION
LIEBERT CORPORATION
LIEBERT NORTH AMERICA, INC.
NORTHERN TECHNOLOGIES, INC.

wz 
By: _____
Name: Mary Ann Sigler
Title: Vice President and Treasurer

[Trademark Security Agreement Signature Page]

TRADEMARK
REEL: 005933 FRAME: 0661

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 

Name: Gene Riego de Dios

Title: Vice President

[Trademark Security Agreement Signature Page]

TRADEMARK
REEL: 005933 FRAME: 0662

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

United States Trademarks and Trademark Applications:

Owner of Record	Application no.	Registration no.	Mark
Alber Corp.	75/778037	2366363	BATTCON
Alber Corp.	77/070350	3310931	CELLCORDER
Alber Corp.	77/070394	3640107	TRUST YOUR BATTERIES
Alber Corp.	77/801697	3858995	ALBER
Alber Corp.	77/877950	4384216	AXS
Alber Corp.	86/037802	4951729	KWIK-TAB
Asco Power Technologies, L.P.	73/084728	1128528	ISLATROL
Asco Power Technologies, L.P.	73/174401	1131252	FIRETROL
Asco Power Technologies, L.P.	73/395369	1318749	THE ACTIVE TRACKING FILTER
Asco Power Technologies, L.P.	73/656119	1465314	ISLATRON
Asco Power Technologies, L.P.	73/724473	1534038	ISLATRON
Asco Power Technologies, L.P.	74/596858	2037566	ACCUGUARD
Asco Power Technologies, L.P.	74/637629	2041154	INTERCEPTOR
Asco Power Technologies, L.P.	75/080983	2115239	ISLAGUARD
Asco Power Technologies, L.P.	75/065398	2166243	PULSAR
Asco Power Technologies, L.P.	75/430647	2305341	FIRECAT
Asco Power Technologies, L.P.	74/732379	2435453	POWERQUEST
Asco Power Technologies, L.P.	77/240576	3404979	ACTIVE TRACKING
Asco Power Technologies, L.P.	77/802264	3777262	EDCO
Asco Power Technologies, LP.	73/446632	1305786	AS
Avocent Corporation	76/139105	2732720	DESIGN ONLY
Avocent Corporation	76/139106	2732721	AVOCENT
Avocent Corporation	76/139124	2732722	AVOCENT
Avocent Corporation	76/103702	2773874	AVOCENT
Avocent Corporation	76/348517	2799702	DSVIEW
Avocent Corporation	76/396497	2801074	AMWORKS
Avocent Corporation	76/433123	2801197	AMWORKS
Avocent Corporation	76/535319	2859800	DSR
Avocent Corporation	76/496846	2931341	DAMBRACKAS VIDEO COMPRESSION
Avocent Corporation	76/396499	2942470	AMX
Avocent Corporation	76/535387	3090654	SWITCHVIEW
Avocent Corporation	78/557977	3262305	EMERGE
Avocent Corporation	85/624793	5008307	AVOCENT
Avocent Fremont, LLC	74/380734	1817814	CYCLADES
Avocent Redmond Corp.	75/018077	2098659	OUTLOOK
Avocent Redmond Corp.	75/018078	2120341	OSCAR
Cooligy, Inc.	77/103903	3785135	COOLIGY
Electrical Reliability Services, Inc.	74/436801	1844756	ETI

Owner of Record	Application no.	Registration no.	Mark
Electrical Reliability Services, Inc.	74/695716	2137646	ETI
Electrical Reliability Services, Inc.	74/635751	2155175	ETI
Emerson Network Power, Energy Systems, North America, In.	71/689229	621756	LORAIN
Emerson Network Power, Energy Systems, North America, Inc.	72/175590	0774878	LORAIN
Emerson Network Power, Energy Systems, North America, Inc.	74/252229	1732714	JUICEBOX
Emerson Network Power, Energy Systems, North America, Inc.	74/441829	1894580	MESA
Emerson Network Power, Energy Systems, North America, Inc.	74/541809	2141198	VORTEX
Emerson Network Power, Energy Systems, North America, Inc.	75/902200	2592375	PROFORM
Emerson Network Power, Energy Systems, North America, Inc.	77/013593	3516935	NETSURE
Emerson Network Power, Energy Systems, North America, Inc.	77/685253	3819329	NETPERFORM
Emerson Network Power, Energy Systems, North America, Inc.	77/762854	3948445	NETREACH
Emerson Network Power, Energy Systems, North America, Inc.	77/762833	3998694	NETXTEND
Emerson Network Power, Energy Systems, North America, Inc.	85/834228	4539096	ESURE
High Voltage Maintenance Corporation	73/051378	1039405	HVM
High Voltage Maintenance Corporation	73/051379	1039406	HIGH VOLTAGE MAINTENANCE
Liebert Corporation	85/084568		FLEXPOWER
Liebert Corporation	73/277944	1184636	LIEBERT
Liebert Corporation	73/277856	1185650	LIEBERT
Liebert Corporation	73/466190	1336375	L LIEBERT
Liebert Corporation	73/536961	1394704	SITESCAN
Liebert Corporation	73/640153	1472034	LIEBERT
Liebert Corporation	74/474478	1933970	SITENET
Liebert Corporation	75/292320	2154387	LOAD BUS SYNC
Liebert Corporation	75/292329	2180322	POWER-TIE
Liebert Corporation	75/344999	2282525	LIEBERT
Liebert Corporation	75/484703	2297648	LIQUI-TECT
Liebert Corporation	75/076045	2457495	MULTIPOINT
Liebert Corporation	75/911163	2489259	NFINITY
Liebert Corporation	76/029490	2511965	MULTILINK
Liebert Corporation	76/140537	2743056	NPOWER
Liebert Corporation	78/428354	3059612	PARADENSER
Liebert Corporation	78/428355	3059613	ICOM

Owner of Record	Application no.	Registration no.	Mark
Liebert Corporation	77/103301	3270472	DATA CENTER USERS' GROUP
Liebert Corporation	77/103300	3316738	DCUG
Liebert Corporation	78/819232	3999203	LIEBERT VIRTUAL NTEGRITY
Liebert Corporation	85/125913	4250557	SMARTROW
Liebert Corporation	85/339544	4429196	OPTIMIZEIT
Liebert Corporation	85/785173	4566248	POWERSURE
Liebert Corporation	85/532128	4629038	SMARTEDGE
Liebert Corporation	85/756666	4704202	MOSAIC
Liebert Corporation	85/174526	4846213	SMARTMOD
Liebert Corporation	85/238651	4902942	SMARTCABINET
Liebert Corporation	86/196858	5009676	SMARTAISLE
Northern Technologies, Inc.	74/640370	1951261	DESIGN ONLY
Advanced Protection Technologies, Inc.	78/381563	3016288	SURGEASSURE INDUSTRIAL PROTECTION FOR YOUR HOME
Advanced Protection Technologies, Inc.	73/761697	1564059	CERAMGARD
Advanced Protection Technologies, Inc.	75/585964	2353352	SURGECALC
Advanced Protection Technologies, Inc.	85/019735	3907097	TRANSIENT ELIMINATOR