

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564941

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vertiv Group Corporation		03/02/2020	Corporation: DELAWARE
Electrical Reliability Services, Inc.		03/02/2020	Corporation: CALIFORNIA
High Voltage Maintenance Corporation		03/02/2020	Corporation: OHIO
Vertiv Corporation		03/02/2020	Corporation: OHIO
Vertiv IT Systems, Inc.		03/02/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A.
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 91

Property Type	Number	Word Mark
Serial Number:	76535319	DSR
Serial Number:	75018077	OUTLOOK
Serial Number:	75018078	OSCAR
Serial Number:	74695716	ETI
Serial Number:	74695751	ETI
Serial Number:	74436801	ETI
Serial Number:	73051378	HVM
Serial Number:	73051379	HIGH VOLTAGE MAINTENANCE
Serial Number:	85785173	POWERSURE
Serial Number:	88638791	ESURE
Serial Number:	87366465	G
Serial Number:	87314531	FUTURE THINKING · SOLUTIONS TODAY
Serial Number:	87311424	GEIST
Serial Number:	86880478	U-LOCK

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86565361	ACTIVEAIR
Serial Number:	86553263	CLOSETAIR
Serial Number:	86196858	SMARTAISLE
Serial Number:	85756666	MOSAIC
Serial Number:	85532128	SMARTEDGE
Serial Number:	85339544	OPTIMIZEIT
Serial Number:	85238651	SMARTCABINET
Serial Number:	85174526	SMARTMOD
Serial Number:	85125913	SMARTROW
Serial Number:	85101967	ENVIRONET
Serial Number:	85084568	FLEXPOWER
Serial Number:	85076850	SWITCHAIR
Serial Number:	85066226	GEIST
Serial Number:	77453266	UNITY COOLING
Serial Number:	78428354	PARADENSER
Serial Number:	78428355	ICOM
Serial Number:	76140537	NPOWER
Serial Number:	76029490	MULTILINK
Serial Number:	75911163	NFINITY
Serial Number:	75484703	LIQUI-TECT
Serial Number:	75344999	LIEBERT
Serial Number:	75292320	LOAD BUS SYNC
Serial Number:	75292329	POWER-TIE
Serial Number:	75076045	MULTIPOINT
Serial Number:	73640153	LIEBERT
Serial Number:	73536961	SITESCAN
Serial Number:	73466190	L LIEBERT
Serial Number:	73277856	LIEBERT
Serial Number:	73277944	LIEBERT
Serial Number:	85834228	ESURE
Serial Number:	77762833	NETXTEND
Serial Number:	77762854	NETREACH
Serial Number:	77685253	NETPERFORM
Serial Number:	77013593	NETSURE
Serial Number:	75902200	PROFORM
Serial Number:	74541809	VORTEX
Serial Number:	74252229	JUICEBOX
Serial Number:	72175590	LORAIN

Property Type	Number	Word Mark
Serial Number:	86971730	V
Serial Number:	86963808	VERTIV
Serial Number:	86963818	VERTIV
Serial Number:	88762285	OSCAR
Serial Number:	85624793	AVOCENT
Serial Number:	85316601	TRELLIS
Serial Number:	85982963	TRELLIS
Serial Number:	77687093	MERGEPOINT
Serial Number:	77461951	MERGEPOINT UNITY
Serial Number:	78965850	MERGEPOINT
Serial Number:	78428571	APERTURE VISTA
Serial Number:	76535387	SWITCHVIEW
Serial Number:	76496846	DAMBRACKAS VIDEO COMPRESSION
Serial Number:	76448258	APERTURE
Serial Number:	76448259	APERTURE
Serial Number:	76433123	AVWORKS
Serial Number:	76396497	AMWORKS
Serial Number:	76396499	AMX
Serial Number:	76348517	DSVIEW
Serial Number:	76139105	
Serial Number:	76139106	AVOCENT
Serial Number:	76139124	AVOCENT
Serial Number:	76103702	AVOCENT
Serial Number:	75851190	CYBEX
Serial Number:	75851191	
Serial Number:	75657099	AUTOVIEW
Serial Number:	75552850	COMPANION
Serial Number:	75549298	AUTOTUNING
Serial Number:	75549490	LONGVIEW
Serial Number:	75367180	SWITCHVIEW
Serial Number:	74396280	CYBEX
Serial Number:	74380734	CYCLADES
Serial Number:	74321640	APERTURE
Serial Number:	86037802	KWIK-TAB
Serial Number:	77801697	ALBER
Serial Number:	77070350	CELLCORDER
Serial Number:	77070394	TRUST YOUR BATTERIES
Serial Number:	75778037	BATTCON

Property Type	Number	Word Mark
Serial Number:	74640370	

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, ECarrera@cahill.com

Correspondent Name: CT Corporation

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:	03/03/2020

Total Attachments: 10

source=c10. Vertiv - Trademark Security Agreement#page1.tif
source=c10. Vertiv - Trademark Security Agreement#page2.tif
source=c10. Vertiv - Trademark Security Agreement#page3.tif
source=c10. Vertiv - Trademark Security Agreement#page4.tif
source=c10. Vertiv - Trademark Security Agreement#page5.tif
source=c10. Vertiv - Trademark Security Agreement#page6.tif
source=c10. Vertiv - Trademark Security Agreement#page7.tif
source=c10. Vertiv - Trademark Security Agreement#page8.tif
source=c10. Vertiv - Trademark Security Agreement#page9.tif
source=c10. Vertiv - Trademark Security Agreement#page10.tif

**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Vertiv Group Corporation
 - 2. Electrical Reliability Services, Inc.
 - 3. High Voltage Maintenance Corporation
 - 4. Vertiv Corporation
 - 5. Vertiv IT Systems, Inc.
- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: 1. DE; 2. CA; 3. OH; 4. OH; 5. DE
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 2, 2020

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citibank, N.A.

Street Address: 388 Greenwich Street

City: New York

State: NY

Country: USA Zip: 10013

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____
 See Schedule I

B. Trademark Registration No.(s) _____
 See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 91

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Elaine Carrera

Signature

Elaine Carrera

March 2, 2020

Date

Total number of pages including cover sheet, attachments, and document: 10

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 2, 2020, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of CITIBANK, 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, dated as of March 2, 2020 (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


accordance 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 pages follow]


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,

VERTIV GROUP CORPORATION,
as a Grantor

By: 
Name: David Fallon
Title: Vice President, Chief Financial Officer and
Treasurer

ELECTRICAL RELIABILITY SERVICES, INC.
HIGH VOLTAGE MAINTENANCE CORPORATION
VERTIV CORPORATION
VERTIV IT SYSTEMS, INC.

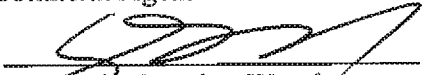
each as Grantor
By: 
Name: David Fallon
Title: Vice President and Treasurer

[Vertiv - Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006880 FRAME: 0636

Accepted and Agreed:

CITIBANK, N.A.,
as Collateral Agent

By: 
Name: Christopher Wood
Title: Managing Director and Vice President

[Vertiv -- Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006880 FRAME: 0637

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Owner of Record	Mark	Application Number	Registration Number
AVOCENT CORPORATION	DSR	76535319	2859800
AVOCENT REDMOND CORP.	OUTLOOK	75018077	2098659
AVOCENT REDMOND CORP.	OSCAR	75018078	2120341
ELECTRICAL RELIABILITY SERVICES, INC.	ETI	74695716	2137646
ELECTRICAL RELIABILITY SERVICES, INC.	ETI	74695751	2155175
ELECTRICAL RELIABILITY SERVICES, INC.	ETI	74436801	1844756
HIGH VOLTAGE MAINTENANCE CORPORATION	HVM	73051378	1039405
HIGH VOLTAGE MAINTENANCE CORPORATION	HIGH VOLTAGE MAINTENANCE	73051379	1039406
VERTIV CORPORATION (F/K/A LIEBERT CORPORATION) ¹	POWERSURE	85785173	4566248
VERTIV CORPORATION	ESURE	88638791	
VERTIV CORPORATION	G	87366465	5271344
VERTIV CORPORATION	FUTURE THINKING · SOLUTIONS TODAY	87314531	5270725
VERTIV CORPORATION	GEIST	87311424	5270571
VERTIV CORPORATION	U-LOCK	86880478	5177654

¹ Company intends to file assignment/merger with U.S. Trademark Office.

Owner of Record	Mark	Application Number	Registration Number
VERTIV CORPORATION	ACTIVEAIR	86565361	5050586
VERTIV CORPORATION	CLOSETAIR	86553263	5187033
VERTIV CORPORATION	SMARTAISLE	86196858	5009676
VERTIV CORPORATION	MOSAIC	85756666	4704202
VERTIV CORPORATION	SMARTEDGE	85532128	4629038
VERTIV CORPORATION	OPTIMIZEIT	85339544	4429196
VERTIV CORPORATION	SMARTCABINET	85238651	4902942
VERTIV CORPORATION	SMARTMOD	85174526	4846213
VERTIV CORPORATION	SMARTROW	85125913	4250557
VERTIV CORPORATION	ENVIRONET	85101967	4582441
VERTIV CORPORATION	FLEXPOWER	85084568	5095620
VERTIV CORPORATION	SWITCHAIR	85076850	4292721
VERTIV CORPORATION	GEIST	85066226	3894035
VERTIV CORPORATION	UNITY COOLING	77453266	3768206
VERTIV CORPORATION	PARADENSER	78428354	3059612
VERTIV CORPORATION	ICOM	78428355	3059613
VERTIV CORPORATION	NPOWER	76140537	2743056
VERTIV CORPORATION	MULTILINK	76029490	2511965
VERTIV CORPORATION	NFINITY	75911163	2489259
VERTIV CORPORATION	LIQUI-TECT	75484703	2297648
VERTIV CORPORATION	LIEBERT	75344999	2282525
VERTIV CORPORATION	LOAD BUS SYNC	75292320	2154387
VERTIV CORPORATION	POWER-TIE	75292329	2180322

Owner of Record	Mark	Application Number	Registration Number
VERTIV CORPORATION	MULTIPOINT	75076045	2457495
VERTIV CORPORATION	LIEBERT	73640153	1472034
VERTIV CORPORATION	SITESCAN	73536961	1394704
VERTIV CORPORATION	L LIEBERT	73466190	1336375
VERTIV CORPORATION	LIEBERT	73277856	1185650
VERTIV CORPORATION	LIEBERT	73277944	1184636
VERTIV ENERGY SYSTEMS, INC.	ESURE	85834228	4539096
VERTIV ENERGY SYSTEMS, INC.	NETXTEND	77762833	3998694
VERTIV ENERGY SYSTEMS, INC.	NETREACH	77762854	3948445
VERTIV ENERGY SYSTEMS, INC.	NETPERFORM	77685253	3819329
VERTIV ENERGY SYSTEMS, INC.	NETSURE	77013593	3516935
VERTIV ENERGY SYSTEMS, INC.	PROFORM	75902200	2592375
VERTIV ENERGY SYSTEMS, INC.	VORTEX	74541809	2141198
VERTIV ENERGY SYSTEMS, INC.	JUICEBOX	74252229	1732714
VERTIV ENERGY SYSTEMS, INC.	LORAIN	72175590	774878
VERTIV GROUP CORPORATION	V	86971730	5498327
VERTIV GROUP CORPORATION	VERTIV	86963808	5498313
VERTIV GROUP CORPORATION	VERTIV	86963818	5498314

Owner of Record	Mark	Application Number	Registration Number
VERTIV IT SYSTEMS, INC.	OSCAR	88762285	
VERTIV IT SYSTEMS, INC.	AVOCENT	85624793	5008307
VERTIV IT SYSTEMS, INC.	TRELLIS	85316601	4827242
VERTIV IT SYSTEMS, INC.	TRELLIS	85982963	5311523
VERTIV IT SYSTEMS, INC.	MERGEPOINT	77687093	3776070
VERTIV IT SYSTEMS, INC.	MERGEPOINT UNITY	77461951	3652317
VERTIV IT SYSTEMS, INC.	MERGEPOINT	78965850	3251853
VERTIV IT SYSTEMS, INC.	APERTURE VISTA	78428571	3108675
VERTIV IT SYSTEMS, INC.	SWITCHVIEW	76535387	3090654
VERTIV IT SYSTEMS, INC.	DAMBRACKAS VIDEO COMPRESSION	76496846	2931341
VERTIV IT SYSTEMS, INC.	APERTURE	76448258	2731926
VERTIV IT SYSTEMS, INC.	APERTURE	76448259	2731927
VERTIV IT SYSTEMS, INC.	AVWORKS	76433123	2801197
VERTIV IT SYSTEMS, INC.	AMWORKS	76396497	2801074
VERTIV IT SYSTEMS, INC.	AMX	76396499	2942470
VERTIV IT SYSTEMS, INC.	DSVIEW	76348517	2799702
VERTIV IT SYSTEMS, INC.	Design Only	76139105	2732720
VERTIV IT SYSTEMS, INC.	AVOCENT	76139106	2732721
VERTIV IT SYSTEMS, INC.	AVOCENT	76139124	2732722
VERTIV IT SYSTEMS, INC.	AVOCENT	76103702	2773874
VERTIV IT SYSTEMS, INC.	CYBEX	75851190	2393598

Owner of Record	Mark	Application Number	Registration Number
VERTIV IT SYSTEMS, INC.	Design Only	75851191	2393599
VERTIV IT SYSTEMS, INC.	AUTOVIEW	75657099	2445595
VERTIV IT SYSTEMS, INC.	COMPANION	75552850	2353271
VERTIV IT SYSTEMS, INC.	AUTOTUNING	75549298	2458728
VERTIV IT SYSTEMS, INC.	LONGVIEW	75549490	2290169
VERTIV IT SYSTEMS, INC.	SWITCHVIEW	75367180	2212733
VERTIV IT SYSTEMS, INC.	CYBEX	74396280	1959540
VERTIV IT SYSTEMS, INC.	CYCLADES	74380734	1817814
VERTIV IT SYSTEMS, INC.	APERTURE	74321640	1778785
VERTIV NORTH AMERICA, INC.	KWIK-TAB	86037802	4951729
VERTIV NORTH AMERICA, INC.	ALBER	77801697	3858995
VERTIV NORTH AMERICA, INC.	CELLCORDER	77070350	3310931
VERTIV NORTH AMERICA, INC.	TRUST YOUR BATTERIES	77070394	3640107
VERTIV NORTH AMERICA, INC.	BATTCON	75778037	2366363
NORTHERN TECHNOLOGIES, INC. ²	Design Only	74640370	1951261

² Company intends to file assignment to update loan party with U.S. Trademark Office.