

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667509

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	First Lien Notes Notice And Confirmation Of Grant Of Security Interest In Trademarks
RESUBMIT DOCUMENT ID:	900626023
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DD Grid, LLC		06/24/2021	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	246 Goose Lane, Suite 105
City:	Guilford
State/Country:	CONNECTICUT
Postal Code:	06437
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5308636	GRID

CORRESPONDENCE DATA

Fax Number: 2129096836

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: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Alexandra P. Grossman, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Alexandra P. Grossman
SIGNATURE:	/Alexandra P. Grossman/
DATE SIGNED:	08/13/2021

Total Attachments: 10

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FIRST LIEN NOTES NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

FIRST LIEN NOTES 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 Wilmington Trust National Association, as trustee and the note collateral agent (respectively, the "Trustee" and the "Agent") for the Secured Parties. 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 Indenture and the First Lien Notes Collateral Agreement (as defined below).

WHEREAS, pursuant to that certain Indenture, dated as of April 9, 2020 (as amended by the First Supplemental Indenture, dated as of April 9, 2020, the Second Supplemental Indenture, dated as of April 9, 2020, the Third Supplemental Indenture, dated as of July 2, 2020, the Fourth Supplemental Indenture, dated as of October 1, 2020, the Fifth Supplemental Indenture, dated as of December 4, 2020, and as the same may be further amended, restated, amended and restated, waived, supplemented or otherwise modified from time to time, the "Indenture"), among ARTERA SERVICES, LLC, a Delaware limited liability company (together with any successor in interest thereto, "Borrower"), and the Agent for the issuance of senior secured first priority notes upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Indenture, the Borrower, ARTERA SERVICES MIDCO, LLC, a Delaware limited liability company (together with any successor in interest thereto, "Holder"), the Grantor and the Agent have executed and delivered a First Lien Notes Collateral Agreement, dated as of April 9, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Notes Collateral Agreement"), in favor of the Agent; and

WHEREAS, pursuant to the First Lien Notes Collateral Agreement, the Grantor granted to the 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 Indenture and the First Lien Notes 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 First Lien Notes Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the 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 the Borrower, except as provided in Subsection 3.3 of the First Lien Notes 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 First Lien Notes Collateral Agreement. The First Lien Notes 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 Indenture and the First Lien Notes 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 First Lien Notes Collateral Agreement, the provisions of the First Lien Notes 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.

* * *

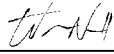
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DD GRID, LLC

as Grantor

By: Volt Power, LLC, its sole member

By: _____ 

Name: W. Thomas Newell

Title: Chief Legal Officer

**WILMINGTON TRUST NATIONAL
ASSOCIATION,**
as Agent

By: *Karen Ferry*
Name: Karen Ferry
Title: Vice President

SCHEDULE I

Trademark Registrations and Applications

<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