

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4361879

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
RESUBMIT DOCUMENT ID:	504253769

CONVEYING PARTY DATA

Name	Execution Date
ASCO POWER TECHNOLOGIES, L.P.	02/28/2017
AVOCENT CORPORATION	02/28/2017
AVOCENT FREMONT, LLC	02/28/2017
AVOCENT HUNTSVILLE, LLC	02/28/2017
AVOCENT REDMOND CORP.	02/28/2017
EMERSON NETWORK POWER, ENERGY SYSTEMS, NORTH AMERICA, INC.	02/28/2017
LIEBERT CORPORATION	02/28/2017
LIEBERT NORTH AMERICA, INC.	02/28/2017

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

PROPERTY NUMBERS Total: 108

Property Type	Number
Application Number:	14832402
Application Number:	14927063
Application Number:	15046142
Application Number:	15162015
Application Number:	15179500
Application Number:	15196685
Application Number:	15205451
Application Number:	09564793
Application Number:	09564794
Application Number:	10434339
Application Number:	10629855
Application Number:	11334388

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Property Type	Number
Application Number:	11334556
Application Number:	11497317
Application Number:	11518995
Application Number:	11819047
Application Number:	11889525
Application Number:	12254811
Application Number:	12318074
Application Number:	12458818
Application Number:	12533050
Application Number:	12546498
Application Number:	12618540
Application Number:	12618565
Application Number:	12801293
Application Number:	12862121
Application Number:	13080863
Application Number:	13220613
Application Number:	13563422
Application Number:	13749219
Application Number:	12201889
Application Number:	10947164
Application Number:	10408250
Application Number:	11522928
Application Number:	08981504
Application Number:	09384436
Application Number:	10070841
Application Number:	10168438
Application Number:	10997798
Application Number:	11470521
Application Number:	11794846
Application Number:	11794848
Application Number:	11794852
Application Number:	11999508
Application Number:	12056784
Application Number:	12057682
Application Number:	14869465
Application Number:	14870902
Application Number:	62200437
Application Number:	62206509

Property Type	Number
Application Number:	62310399
Application Number:	62342006
Application Number:	62342081
Application Number:	09760561
Application Number:	10366121
Application Number:	10366128
Application Number:	10439635
Application Number:	10439912
Application Number:	10440363
Application Number:	10612241
Application Number:	10643641
Application Number:	10643684
Application Number:	10669495
Application Number:	10680324
Application Number:	10680584
Application Number:	10698180
Application Number:	10698304
Application Number:	10699505
Application Number:	10769717
Application Number:	10882475
Application Number:	10883530
Application Number:	10968376
Application Number:	11049202
Application Number:	11049313
Application Number:	11111133
Application Number:	11111253
Application Number:	11111520
Application Number:	11111535
Application Number:	11326690
Application Number:	11400347
Application Number:	11582657
Application Number:	11699795
Application Number:	11707350
Application Number:	11731484
Application Number:	11784298
Application Number:	11800101
Application Number:	12221945
Application Number:	12221961

Property Type	Number
Application Number:	12291884
Application Number:	12368295
Application Number:	12536361
Application Number:	12536402
Application Number:	12905524
Application Number:	13014563
Application Number:	13158679
Application Number:	13158714
Application Number:	15035047
Application Number:	15110023
Application Number:	15142570
Application Number:	15151167
Application Number:	15176559
Application Number:	62244216
Application Number:	62292469
Application Number:	62293798
Application Number:	62298490
Application Number:	62307653
Application Number:	62311765
Application Number:	10945807

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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:	04/11/2017

Total Attachments: 8
source=NEWVertiv - Patent Security Agreement [TL]#page1.tif
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RECORDATION FORM COVER SHEET PATENTS 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)

ASCO Power Technologies, L.P.

Additional name(s) of conveying party(ies) attached? Yes No

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

Execution Date(s) February 28, 2017

- Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Internal Address: _____

Street Address: Mail Code NY1-C413, 4 CMC

City: Brooklyn

State: NY

Country: USA Zip: 11245-0001

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

See Schedule I

B. Patent No.(s)

See Schedule I

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

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 patents involved: 108

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

March 2, 2017
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

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

Addendum to Cover Page of Patents Form Cover Sheet

1. Name of conveying party(ies)

Avocent Corporation
Avocent Fremont, LLC
Avocent Huntsville, LLC
Avocent Redmond Corp.
Emerson Network Power, Energy Systems, North America, Inc.
Liebert Corporation
Liebert North America, Inc.

Patent Security Agreement

PATENT SECURITY AGREEMENT, dated as of February 28, 2017, 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, dated as of November 30, 2016 (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 Patent 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 Patent 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) Patents of such Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Collateral).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent 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 Patents 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 Patent 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 Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent 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 Patent Security Agreement by signing and delivering one or more counterparts.

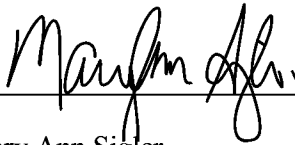
SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed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

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

Very truly yours,

ASCO Power Technologies, L.P.
By: ASCO Power GP, LLC, its General
Partner
Avocent Corporation
Avocent Fremont, LLC
Avocent Huntsville, LLC
Avocent Redmond Corp.
Emerson Network Power, Energy Systems,
North America, Inc.
Liebert Corporation
Liebert North America, Inc.

By:  _____

Name: Mary Ann Sigler

Title: Treasurer

Accepted and Agreed:

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

By:  _____

Name: Gene Riego de Dios
Title: Executive Director

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Assignee	Application No.	Patent No.
ASCO Power Technologies, L.P.	14/832402	
ASCO Power Technologies, L.P.	14/927063	
ASCO Power Technologies, L.P.	15/046142	
ASCO Power Technologies, L.P.	15/162015	
ASCO Power Technologies, L.P.	15/179500	
ASCO Power Technologies, L.P.	15/196685	
ASCO Power Technologies, L.P.	15/205451	
Avocent Corporation	09/564793	6671756
Avocent Corporation	09/564794	6256014
Avocent Corporation	10/434339	7272180
Avocent Corporation	10/629855	
Avocent Corporation	11/334388	7551168
Avocent Corporation	11/334556	7336839
Avocent Corporation	11/497317	7275953
Avocent Corporation	11/518995	7229310
Avocent Corporation	11/819047	7809058
Avocent Corporation	11/889525	8805096
Avocent Corporation	12/254811	8533764
Avocent Corporation	12/318074	7720146
Avocent Corporation	12/458818	8660194
Avocent Corporation	12/533050	
Avocent Corporation	12/546498	
Avocent Corporation	12/618540	
Avocent Corporation	12/618565	9398072
Avocent Corporation	12/801293	8457195
Avocent Corporation	12/862121	
Avocent Corporation	13/080863	
Avocent Corporation	13/220613	
Avocent Corporation	13/563422	
Avocent Corporation	13/749219	9008191
Avocent Fremont, LLC	12/201889	7853682
Avocent Huntsville, LLC	10/947164	7475322
Avocent Redmond Corp.	10/408250	7136946
Avocent Redmond Corp.	11/522928	7321943
Emerson Network Power, Energy Systems, North America, Inc.	08/981504	6061639
Emerson Network Power, Energy Systems, North America, Inc.	09/384436	6122160
Emerson Network Power, Energy Systems, North America, Inc.	10/070841	6680855
Emerson Network Power, Energy Systems, North America, Inc.	10/168438	6757185

Assignee	Application No.	Patent No.
Emerson Network Power, Energy Systems, North America, Inc.	10/997798	6995547
Emerson Network Power, Energy Systems, North America, Inc.	11/470521	7408790
Emerson Network Power, Energy Systems, North America, Inc.	11/794846	7859816
Emerson Network Power, Energy Systems, North America, Inc.	11/794848	7791904
Emerson Network Power, Energy Systems, North America, Inc.	11/794852	7932632
Emerson Network Power, Energy Systems, North America, Inc.	11/999508	7898110
Emerson Network Power, Energy Systems, North America, Inc.	12/056784	7564700
Emerson Network Power, Energy Systems, North America, Inc.	12/057682	7525821
Emerson Network Power, Energy Systems, North America, Inc.	14/869465	
Emerson Network Power, Energy Systems, North America, Inc.	14/870902	
Emerson Network Power, Energy Systems, North America, Inc.	62/200437	
Emerson Network Power, Energy Systems, North America, Inc.	62/206509	
Emerson Network Power, Energy Systems, North America, Inc.	62/310399	
Emerson Network Power, Energy Systems, North America, Inc.	62/342006	
Emerson Network Power, Energy Systems, North America, Inc.	62/342081	
Liebert Corporation	09/760561	6553778
Liebert Corporation	10/366121	6881039
Liebert Corporation	10/366128	6994151
Liebert Corporation	10/439635	6988534
Liebert Corporation	10/439912	6986382
Liebert Corporation	10/440363	7090001
Liebert Corporation	10/612241	7156159
Liebert Corporation	10/643641	7201012
Liebert Corporation	10/643684	7017654
Liebert Corporation	10/669495	7086839
Liebert Corporation	10/680324	7044196
Liebert Corporation	10/680584	7000684
Liebert Corporation	10/698180	7806168
Liebert Corporation	10/698304	7104312
Liebert Corporation	10/699505	6988535
Liebert Corporation	10/769717	7021369
Liebert Corporation	10/882475	7061104

Assignee	Application No.	Patent No.
Liebert Corporation	10/883530	7019972
Liebert Corporation	10/968376	7449122
Liebert Corporation	11/049202	7293423
Liebert Corporation	11/049313	7188662
Liebert Corporation	11/111133	7077634
Liebert Corporation	11/111253	7278549
Liebert Corporation	11/111520	7344363
Liebert Corporation	11/111535	7201214
Liebert Corporation	11/326690	7836597
Liebert Corporation	11/400347	8602092
Liebert Corporation	11/582657	8464781
Liebert Corporation	11/699795	7913719
Liebert Corporation	11/707350	7599184
Liebert Corporation	11/731484	8157001
Liebert Corporation	11/784298	7715194
Liebert Corporation	11/800101	7616444
Liebert Corporation	12/221945	7660117
Liebert Corporation	12/221961	7746634
Liebert Corporation	12/291884	8250877
Liebert Corporation	12/368295	8340832
Liebert Corporation	12/536361	8254422
Liebert Corporation	12/536402	8299604
Liebert Corporation	12/905524	7987248
Liebert Corporation	13/014563	8484984
Liebert Corporation	13/158679	8207627
Liebert Corporation	13/158714	8264099
Liebert Corporation	15/035047	
Liebert Corporation	15/110023	
Liebert Corporation	15/142570	
Liebert Corporation	15/151167	
Liebert Corporation	15/176559	
Liebert Corporation	62/244216	
Liebert Corporation	62/292469	
Liebert Corporation	62/293798	
Liebert Corporation	62/298490	
Liebert Corporation	62/307653	
Liebert Corporation	62/311765	
Liebert Corporation.	10/945807	7301773