

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337872

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hawker Powersource, Inc.		04/10/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	1455 Market Street		
Internal Address:	5th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3723039	ENVIROLINK	
Registration Number:	2333015	HARNESS THE POWER	
Registration Number:	2303947	LIFEPLUS	
Registration Number:	2782024	POWERGUARD	
Registration Number:	2641394	POWERLINE	
Registration Number:	3501457	TOP POWER	
Registration Number:	3498882	WATER LESS	
Registration Number:	2388819	WATER LESS	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	2127353000		
Email:	justin.selle@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Justin Selle, Legal Assistant		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	091520/15		

CH \$215.00 3723039

NAME OF SUBMITTER:	Kristen Greeley
SIGNATURE:	/Kristen Greeley/
DATE SIGNED:	04/10/2015
Total Attachments: 8 source=NYCSR03A-#1178419-v1-Hawker_Powersource_Trademark_and_Patent_Security_Ag#page1.tif source=NYCSR03A-#1178419-v1-Hawker_Powersource_Trademark_and_Patent_Security_Ag#page2.tif source=NYCSR03A-#1178419-v1-Hawker_Powersource_Trademark_and_Patent_Security_Ag#page3.tif source=NYCSR03A-#1178419-v1-Hawker_Powersource_Trademark_and_Patent_Security_Ag#page4.tif source=NYCSR03A-#1178419-v1-Hawker_Powersource_Trademark_and_Patent_Security_Ag#page5.tif source=NYCSR03A-#1178419-v1-Hawker_Powersource_Trademark_and_Patent_Security_Ag#page6.tif source=NYCSR03A-#1178419-v1-Hawker_Powersource_Trademark_and_Patent_Security_Ag#page7.tif source=NYCSR03A-#1178419-v1-Hawker_Powersource_Trademark_and_Patent_Security_Ag#page8.tif	

GRANT OF SECURITY
INTEREST IN U.S. PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Hawker Powersource, Inc., a Delaware corporation (“the Grantor”), with principal offices at 9404 Ooltewah Industrial Drive, Ooltewah, TN 37363, does hereby pledge and grant to Bank of America, N.A., as Collateral Agent (the “Grantee”) with principal offices at 1455 Market Street, 5th Floor, Mail Code: CA5-701-05-19, San Francisco, CA 94103, for the benefit of the Secured Creditors, a continuing security interest in, to and under all of the following: (i) all right, title and interest of the Grantor in and to all trademarks, trademark registrations and trademark applications (the “Marks”), including as set forth on Schedule A attached hereto, together with the registrations and right to all renewals thereof, the goodwill of the business of such Grantor symbolized by the Marks and all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same; (ii) all of the right, title and interest of the Grantor in and to all patents and patent applications (the “Patents”), including as set forth on Schedule B attached hereto, together with all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same and (iii) all Proceeds and products of any and all of the foregoing (collectively, the “Trademark and Patent Collateral”).

Notwithstanding anything to the contrary contained herein, the Trademark and Patent Collateral shall at no time include any items which would at such time constitute Excluded Collateral, including any applications for trademarks and service marks filed in the United States Patent and Trademark Office on the basis of the Grantor’s intent to use such mark pursuant to 15 U.S.C. § 1051 Section 1(b) and for which a form evidencing use of the mark in interstate commerce has not been filed with the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1060(a); provided, that upon the Grantor submitting an acceptable notice of such trademark’s or service mark’s use, such trademark or service mark shall no longer constitute Excluded Collateral.

THIS GRANT (this “Grant”), effective as of April 10, 2015, is made as security for the prompt and complete payment and performance when due of all the Obligations of the Grantor under the Security Agreement, among Grantor, the other assignors from time to time party thereto, and the Grantee, dated as of March 29, 2011 (as amended, restated, modified and/or supplemented from time to time, the “Security Agreement”). Capitalized terms used, but not otherwise defined, in this Grant shall have the meanings given in the Security Agreement.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

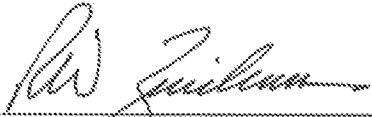
This Grant and the security interest granted hereunder shall terminate on the Termination Date. Upon written request of the Grantor, the Grantee, at the expense of the Grantor, shall execute, acknowledge and deliver to the Grantor (without recourse and without any representation or warranty) an instrument in writing in recordable form releasing the lien on and security interest in the Trademark and Patent Collateral under this Grant.

This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.


THIS GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS GRANT, THE GRANTOR AND THE GRANTEE EACH CONSENT, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. THE GRANTOR AND THE GRANTEE EACH IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS GRANT OR OTHER DOCUMENT RELATED THERETO. THE GRANTOR AND THE GRANTEE EACH WAIVE PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY THE LAW OF SUCH STATE.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
10th day of April, 2015.

HAWKER POWERSOURCE, INC., as
Grantor


By: 
Name: Richard W. Zuidema
Title: Vice President

BANK OF AMERICA, N.A.,
as Collateral Agent, as Grantee

By: 
Name: Don B. Pinzon
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF BERKS)

On this 8th day of April, 2015, before me personally came Richard W. Zuidema who, being by me duly sworn, did state as follows: that he is Vice President of HAWKER POWERSOURCE, INC., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

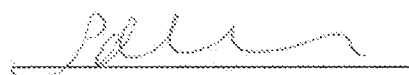


Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Tara Fry, Notary Public
Bern Twp, Berks County
My commission expires January 24, 2019

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 8th day of April, 2015, before me personally came Don B. Pinzon who, being by me duly sworn, did state as follows: that he is Vice President of BANK OF AMERICA, N.A., that he is authorized to execute the foregoing Grant on behalf of said company and that he did so by authority of said company.



Notary Public

PALEY CHEN
Notary Public - State of New York
No. 01CH6222504
Qualified in New York County
My Commission Expires May 24, 2018

U.S. TRADEMARKS OWNED BY HAWKER POWERSOURCE, INC.

Jurisdiction	Mark	App. No. (App. Date)	Reg. No. (Reg. Date)	Owner Name	Status
United States	ENVIROLINK	77/393,681 (11-Feb-2008)	3,723,039 (08-Dec-2009)	Hawker Powersource Inc.	Registered
United States	HARNESS THE POWER	75/719,418 (02-Jun-1999)	2,333,015 (21-Mar-2000)	Hawker Powersource, Inc.	Registered
United States	LIFEPLUS	75/558,379 (14-Sep-1998)	2,303,947 (28-Dec-1999)	Hawker Powersource, Inc.	Registered
United States	POWERGUARD	78/192,075 (06-Dec-2002)	2,782,024 (11-Nov-2003)	Hawker Powersource, Inc.	Registered
United States	POWERLINE	75/157,742 (29-Aug-1996)	2,641,394 (29-Oct-2002)	Hawker Powersource, Inc.	Registered
United States	TOP POWER	77/393,637 (11-Feb-2008)	3,501,457 (16-Sep-2008)	Hawker Powersource	Registered
United States	WATER LESS	77/392,766 (08-Feb-2008)	3,498,882 (09-Sep-2008)	Hawker Powersource Inc.	Registered
United States	WATER LESS	75/424,058 (27-Jan-1998)	2,388,819 (19-Sep-2000)	Hawker Powersource, Inc.	Registered

U.S. PATENTS AND PATENT
APPLICATIONS OWNED BY HAWKER POWERSOURCE, INC.

None.