

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM386242

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ERP POWER, LLC		06/01/2016	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OPUS BANK		
<b>Street Address:</b>	131 W. Commonwealth Avenue		
<b>City:</b>	Fullerton		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92832		
<b>Entity Type:</b>	A California commercial bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86771244	ERP	
<b>Serial Number:</b>	86783733	ERP ENERGY RECOVERY PRODUCTS	
<b>Serial Number:</b>	86783741	ERP ENERGY RECOVERY PRODUCTS	
<b>Serial Number:</b>	86779852	YOUR DESIGNATED DRIVER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Email:</b>	copyright@buchalter.com		
<b>Correspondent Name:</b>	Lisa Levinson c/o Buchalter Nemer		
<b>Address Line 1:</b>	1000 Wilshire Blvd.		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>ATTORNEY DOCKET NUMBER:</b>	O5921-0113		
<b>NAME OF SUBMITTER:</b>	Lisa Levinson		
<b>SIGNATURE:</b>	/l/		
<b>DATE SIGNED:</b>	06/01/2016		
<b>Total Attachments: 6</b>			
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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 1<sup>st</sup> day of June, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and OPUS BANK, a California commercial bank ("*Bank*").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement dated as of June 1, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*") by and among ERP POWER, LLC, a California limited liability company ("*ERP Power*"), ERP LED, LLC, a California limited liability company ("*ERP LED*"), and Energy Recovery Products, Inc., a Delaware corporation ("*Energy*" and together with Power, LED and one or more additional direct or indirect Subsidiaries of Power, hereafter acquired or formed, which become party thereto, collectively, "*Borrowers*" and each, individually, a "*Borrower*"), and Bank, Bank agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Bank this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Bank to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**ERP POWER, LLC,**  
a California limited liability company

By: *Michael Archer*  
Name: Michael Archer  
Title: Chief Executive Officer

**BANK:**

ACCEPTED AND ACKNOWLEDGED BY:

**OPUS BANK,**  
a California commercial bank

By:   
Name: Jennifer Seto  
Title: Managing Director

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications<sup>1</sup>**

<b>GRANTOR</b>	<b>COUNTRY</b>	<b>MARK</b>	<b>APPLICATION/ REGISTRATION NO.</b>	<b>APP/REG DATE</b>
ERP Power, LLC	United States	ERP Word Mark	Serial No. 86/771,244	Filed 9/28/2015
ERP Power, LLC	United States	ERP Logo (English)	Serial No. 86/783,733	Filed 10/9/2015
ERP Power, LLC	United States	ERP Logo (Chinese)	Serial No. 86/783,741	Filed 10/9/2015
ERP Power, LLC	United States	YOUR DESIGNATED DRIVER	Serial No. 86/779,852	Filed 10/6/2015
ERP Power, LLC	China	ERP Word Mark (China)	Waiting on Application No.	Filed March 25, 2016
ERP Power, LLC	China	ERP Logo (English) (China)	Waiting on Application No.	Filed March 25, 2016
ERP Power, LLC	China	YOUR DESIGNATED DRIVER (China)	Waiting on Application No.	Filed March 25, 2016
ERP Power, LLC	Japan	ERP Word Mark (Japan)	Application No. 2016-013061	Filed February 5, 2016
ERP Power, LLC	Japan	ERP Logo (English) (Japan)	Application No. 2016-013062	Filed February 5, 2016
ERP Power, LLC	Japan	YOUR DESIGNATED DRIVER (Japan)	Application No. 2016-013063	Filed February 5, 2016
ERP Power, LLC	South Korea	ERP Word Mark (So. Korea)	Application No. 40- 2016-0012587	Filed February 19, 2016
ERP Power, LLC	South Korea	ERP Logo (English) (So. Korea)	Application No. 40- 2016-0012596	Filed February 19, 2016
ERP Power, LLC	South Korea	YOUR DESIGNATED DRIVER (So. Korea)	Application No. 40- 2016-0012607	Filed February 19, 2016
ERP Power, LLC	Taiwan	ERP Word Mark (Taiwan)	Application No. 105016595	March 25, 2016
ERP Power, LLC	Taiwan	ERP Logo (English) (Taiwan)	Application No. 105016598	March 25, 2016
ERP Power, LLC	Taiwan	YOUR DESIGNATED DRIVER (Taiwan)	Application No. 105016597	March 25, 2016

**Trade Names**

None.

Schedule I  
to Trademark Security Agreement

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

None.

**Trademark Licenses**

None.

Schedule I  
to Trademark Security  
Agreement

BN 20781862v2

**RECORDED: 06/01/2016**

**TRADEMARK  
REEL: 005803 FRAME: 0720**