

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487422

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JEFFERIES FINANCE LLC		08/24/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CERBERUS BUSINESS FINANCE, LLC		
Street Address:	875 THIRD AVE		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4609055	DURATRACK	
Registration Number:	4752865	DURARACK	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	(212) 756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	Scott Kareff		
Address Line 1:	Schulte Roth & Zabel LLP, 919 Third Ave		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951.1653		
NAME OF SUBMITTER:	Scott Kareff		
SIGNATURE:	/RS for SK/		
DATE SIGNED:	08/24/2018		
Total Attachments: 4			
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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL ("Assignment"), dated as of August 24, 2018, by Jefferies Finance LLC (the "Assignor"), for the benefit of Cerberus Business Finance, LLC, a Delaware limited liability company (the "Assignee").

RECITALS:

WHEREAS, pursuant to that certain Term Loan Credit and Guarantee Agreement dated as of June 23, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, including all exhibits and schedules thereto, the "Financing Agreement") among Array Technologies, Inc., a New Mexico corporation (the "Grantor"), certain of its affiliates, the lenders from time to time party thereto (the "Lenders"), and Assignor, the Lenders agreed to make term loans to the Grantor and its affiliates from time to time pursuant to the terms and conditions of the Financing Agreement;

WHEREAS, pursuant to the Financing Agreement, the Grantor was required to execute and deliver to Assignor, for the benefit of the Lenders, that certain Grant of Security Interest in United States Trademarks, dated as of July 8, 2016 (the "Trademark Security Agreement"), in favor of Assignor, which was recorded at the United States Patent and Trademark Office on July 11, 2016 at Reel/Frame No. 005832/0730; and

WHEREAS, pursuant to the Trademark Security Agreement and the Security Agreement (as defined in the Trademark Security Agreement), Grantor created a continuing security interest in favor of Assignor, for the benefit of the Secured Parties (as defined in the Security Agreement), in all of Grantor's right, title and interest in, to and under the Marks (as such term is defined in the Trademark Security Agreement), all Proceeds (as such term is defined in the Trademark Security Agreement) and products of the Marks, the goodwill of the businesses with which the Marks are associated and all causes of action for infringement of the Marks or unfair competition regarding the same, as specified in the Trademark Security Agreement, to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement), including without limitation the Marks set forth on Schedule I hereto (such security interest, the "Assigned Interest").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, without recourse, representation or warranty, does hereby convey, sell, assign, transfer and set over unto Assignee all of its right, title and interest in and to the Assigned Interest.

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IN WITNESS WHEREOF, Assignor has executed this Assignment through a duly authorized officer.

JEFFERIES FINANCE LLC

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

[Signature Page to Assignment of Security Interest in Trademark Collateral]

TRADEMARK
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Acknowledged and Agreed:

CERBERUS BUSINESS FINANCE, LLC

By:

Name: Daniel E. Wolf

Title: Chief Executive Officer

[Signature Page to Assignment of Security Interest in Trademark Collateral]

TRADEMARK
REEL: 006422 FRAME: 0221

**ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK
COLLATERAL**

SCHEDULE I

TRADEMARKS

COUNTRY	MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
U.S.	DURATRACK	86/184,845	Registered	4,609,055	09/23/2014	Array Technologies, Inc.
U.S.	DURARACK	86/210,615	Registered	4,752,865	06/09/2015	Array Technologies, Inc.