

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM526898

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Electrical Reliability Services, Inc.		05/13/2019	Corporation: CALIFORNIA
Vertiv IT Systems, Inc.		05/13/2019	Corporation: DELAWARE
High Voltage Maintenance Corporation		05/13/2019	Corporation: OHIO
Vertiv North America, Inc.		05/13/2019	Corporation: DELAWARE
Vertiv Corporation		05/13/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon Trust Company, N.A.
Street Address:	601 Travis Street, 16th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 101

Property Type	Number	Word Mark
Serial Number:	77801697	ALBER
Serial Number:	75778037	BATTCON
Serial Number:	77070350	CELLCORDER
Serial Number:	86037802	KWIK-TAB
Serial Number:	77070394	TRUST YOUR BATTERIES
Serial Number:	76535319	DSR
Serial Number:	77441273	MERGEPOINT
Serial Number:	74436801	ETI
Serial Number:	74695716	ETI
Serial Number:	74695751	ETI
Serial Number:	73051379	HIGH VOLTAGE MAINTENANCE
Serial Number:	73051378	HVM
Serial Number:	88170500	ORCHESTRATED
Serial Number:	86565361	ACTIVEAIR

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86553263	CLOSETAIR
Serial Number:	85101967	ENVIRONET
Serial Number:	85084568	FLEXPOWER
Serial Number:	87314531	FUTURE THINKING · SOLUTIONS TODAY
Serial Number:	87366465	G
Serial Number:	87311424	GEIST
Serial Number:	85066226	GEIST
Serial Number:	78428355	ICOM
Serial Number:	75344999	LIEBERT
Serial Number:	73277856	LIEBERT
Serial Number:	73640153	LIEBERT
Serial Number:	73466190	L LIEBERT
Serial Number:	73277944	LIEBERT
Serial Number:	75484703	LIQUI-TECT
Serial Number:	75292320	LOAD BUS SYNC
Serial Number:	85756666	MOSAIC
Serial Number:	76029490	MULTILINK
Serial Number:	75076045	MULTIPOINT
Serial Number:	75911163	NFINITY
Serial Number:	76140537	NPOWER
Serial Number:	85098238	OPENGATE
Serial Number:	85339544	OPTIMIZEIT
Serial Number:	78428354	PARADENSER
Serial Number:	75292329	POWER-TIE
Serial Number:	73536961	SITESCAN
Serial Number:	86196858	SMARTAISLE
Serial Number:	85238651	SMARTCABINET
Serial Number:	85532128	SMARTEDGE
Serial Number:	85174526	SMARTMOD
Serial Number:	85125913	SMARTROW
Serial Number:	85076850	SWITCHAIR
Serial Number:	86880478	U-LOCK
Serial Number:	77453266	UNITY COOLING
Serial Number:	85834228	ESURE
Serial Number:	74252229	JUICEBOX
Serial Number:	72175590	LORAIN
Serial Number:	77685253	NETPERFORM
Serial Number:	77762854	NETREACH

Property Type	Number	Word Mark
Serial Number:	77013593	NETSURE
Serial Number:	77762833	NETXTEND
Serial Number:	75902200	PROFORM
Serial Number:	74541809	VORTEX
Serial Number:	88310762	ARCHITECTS OF CONTINUITY
Serial Number:	86972777	V VERTIV
Serial Number:	86972788	V VERTIV
Serial Number:	86971730	V
Serial Number:	86963808	VERTIV
Serial Number:	86963818	VERTIV
Serial Number:	76396497	AMWORKS
Serial Number:	76396499	AMX
Serial Number:	76448258	APERTURE
Serial Number:	76448259	APERTURE
Serial Number:	74321640	APERTURE
Serial Number:	78428571	APERTURE VISTA
Serial Number:	75549298	AUTOTUNING
Serial Number:	75657099	AUTOVIEW
Serial Number:	76103702	AVOCENT
Serial Number:	85624793	AVOCENT
Serial Number:	76139106	AVOCENT
Serial Number:	76139124	AVOCENT
Serial Number:	76139105	
Serial Number:	76433123	AVWORKS
Serial Number:	75552850	COMPANION
Serial Number:	75851190	CYBEX
Serial Number:	74396280	CYBEX
Serial Number:	75851191	
Serial Number:	74380734	CYCLADES
Serial Number:	76496846	DAMBRACKAS VIDEO COMPRESSION
Serial Number:	76348517	DSVIEW
Serial Number:	75549490	LONGVIEW
Serial Number:	78965850	MERGEPOINT
Serial Number:	77687093	MERGEPOINT
Serial Number:	77461951	MERGEPOINT UNITY
Serial Number:	75367180	SWITCHVIEW
Serial Number:	76535387	SWITCHVIEW
Serial Number:	85982963	TRELLIS

Property Type	Number	Word Mark
Serial Number:	85316601	TRELLIS
Serial Number:	74441829	MESA
Serial Number:	71689229	LORAIN
Serial Number:	85076346	DEPLOY MORE IT WITH CONFIDENCE
Serial Number:	85076300	INTELLIGENT DISTRIBUTED POWER & COOLING
Serial Number:	85785173	POWERSURE
Serial Number:	77443706	CONTAINMENT COOLING
Serial Number:	74474478	SITENET
Serial Number:	75018078	OSCAR
Serial Number:	75018077	OUTLOOK
Serial Number:	77877950	AXS

CORRESPONDENCE DATA

Fax Number: 8009144240

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, ECarrera@cahill.com

Correspondent Name: CT Corporation

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:	06/07/2019

Total Attachments: 15

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SECOND LIEN NOTES TRADEMARK SECURITY AGREEMENT

SECOND LIEN NOTES TRADEMARK SECURITY AGREEMENT, dated as of May 13, 2019, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of The Bank of New York Mellon Trust Company, N.A., in its capacity as collateral agent pursuant to the Indenture (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to that certain Second Lien Notes Security Agreement of even date herewith (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 Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, 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 Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties 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) Marks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office (“PTO”) on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);
- (b) all goodwill associated with such Marks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Collateral).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark 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 and other protections and indemnities of the Collateral Agent with respect to the security interest in the Marks 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreements. In the event of any conflict or inconsistency between the provisions of this Agreement and any

Intercreditor Agreement, the provisions of the applicable Intercreditor Agreement shall control, provided that nothing in any Intercreditor Agreement shall limit the rights, protections, immunities and indemnities of the Collateral Agent under the Indenture.

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 Marks under this Trademark Security Agreement.

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

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark 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.

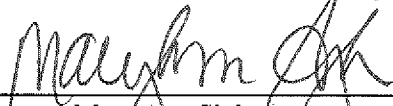
[signature page follows]

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

Very truly yours,

ELECTRICAL RELIABILITY SERVICES, INC.

By: _____


Name: Mary Ann Sigler
Title: Vice President and Treasurer

lh

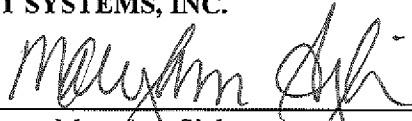
[Second Lien Notes Trademark Security Agreement]

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

Very truly yours,

VERTIV IT SYSTEMS, INC.

By:



Name: Mary Ann Sigler
Title: Vice President and Treasurer

lh

[Second Lien Notes Trademark Security Agreement]

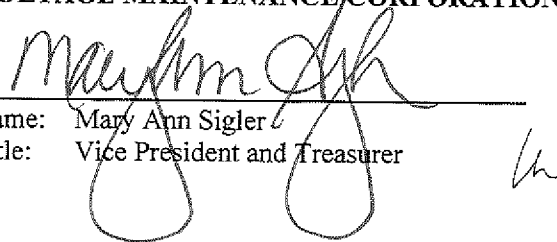
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

HIGH VOLTAGE MAINTENANCE CORPORATION

By: _____

Name: Mary Ann Sigler
Title: Vice President and Treasurer

A handwritten signature in cursive script, appearing to read "Mary Ann Sigler", is written over a horizontal line. Below the line, there are two large, circular scribbles and a small mark to the right.


[Second Lien Notes Trademark Security Agreement]

TRADEMARK
REEL: 006664 FRAME: 0963

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

Very truly yours,

VERTIV NORTH AMERICA, INC.

By: 
Name: Mary Ann Sigler
Title: Vice President and Treasurer

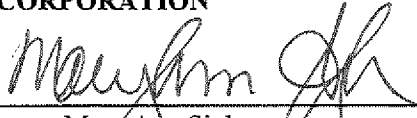
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[Second Lien Notes Trademark Security Agreement]

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

Very truly yours,

VERTIV CORPORATION

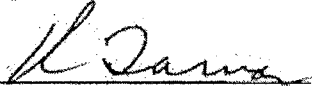
By: 
Name: Mary Ann Sigler
Title: Vice President and Treasurer



[Second Lien Notes Trademark Security Agreement]

Accepted and Agreed:

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Collateral Agent

By: 
Name: R. Tarnas
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

TRADEMARK	OWNER	APP. NO.	REG. NO.
ALBER	ALBER CORP.	77/801697	3858995
BATTCON	ALBER CORP.	75/778037	2366363
CELLCORDER	ALBER CORP.	77/070350	3310931
KWIK-TAB	ALBER CORP.	86/037802	4951729
TRUST YOUR BATTERIES	ALBER CORP.	77/070394	3640107
DSR	Avocent Corporation	76/535319	2859800
MERGEPOINT	Avocent Huntsville, LLC	77/441273	3541659
ETI	Electrical Reliability Services, Inc.	74/436801	1844756
ETI	Electrical Reliability Services, Inc.	74/695716	2137646
ETi (Stylized)	Electrical Reliability Services, Inc.	74/695751	2155175
HIGH VOLTAGE MAINTENANCE	High Voltage Maintenance Corporation	73/051379	1039406
HVM (Stylized)	High Voltage Maintenance Corporation	73/051378	1039405
ORCHESTRATED	Vertiv Corporation	88/170,500	
ACTIVEAIR	Vertiv Corporation	86/565361	5050586

TRADEMARK	OWNER	APP. NO.	REG. NO.
CLOSETAIR	Vertiv Corporation	86/553263	5187033
ENVIRONET	Vertiv Corporation	85/101967	4582441
FLEXPOWER	Vertiv Corporation	85/084568	5095620
FUTURE THINKING SOLUTIONS TODAY	Vertiv Corporation	87/314531	5270725
G Stylized Design	Vertiv Corporation	87/366465	5271344
GEIST	Vertiv Corporation	87/311424	5270571
GEIST	Vertiv Corporation	85/066226	3894035
ICOM	Vertiv Corporation	78/428355	3059613
LIBERT	Vertiv Corporation	75/344999	2282525
LIBERT	Vertiv Corporation	73/277856	1185650
LIBERT	Vertiv Corporation	73/640153	1472034
LIBERT & Design (Teardrop)	Vertiv Corporation	73/466190	1336375
LIBERT & Design (Teardrop)	Vertiv Corporation	73/277944	1184636
LIQU-TECT	Vertiv Corporation	75/484703	2297648
LOAD BUS SYNC	Vertiv Corporation	75/292320	2154387
MOSAIC	Vertiv Corporation	85/756666	4704202
MULTILINK	Vertiv Corporation	76/029490	2511965
MULTIPOINT	Vertiv Corporation	75/076045	2457495

TRADEMARK	OWNER	APP. NO.	REG. NO.
NFINITY	Vertiv Corporation	75/911163	2489259
NPOWER	Vertiv Corporation	76/140537	2743056
OPENGATE	Vertiv Corporation	85/098238	4292729
OPTIMIZEIT	Vertiv Corporation	85/339544	4429196
PARADENSER	Vertiv Corporation	78/428354	3059612
POWER-TIE	Vertiv Corporation	75/292329	2180322
SITESCAN	Vertiv Corporation	73/536961	1394704
SMARTAISLE	Vertiv Corporation	86/196858	5009676
SMARTCABINET	Vertiv Corporation	85/238651	4902942
SMARTEDGE	Vertiv Corporation	85/532128	4629038
SMARTMOD	Vertiv Corporation	85/174526	4846213
SMARTROW	Vertiv Corporation	85/125913	4250557
SWITCHAIR	Vertiv Corporation	85/076850	4292721
U-LOCK	Vertiv Corporation	86/880478	5177654
UNITY COOLING	Vertiv Corporation	77/453266	3768206
ESURE	Vertiv Energy Systems, Inc.	85/834228	4539096
JUICEBOX	Vertiv Energy Systems, Inc.	74/252229	1732714
LORAIN	Vertiv Energy Systems, Inc.	72/175590	0774878

TRADEMARK	OWNER	APP. NO.	REG. NO.
NETPERFORM	Vertiv Energy Systems, Inc.	77/685253	3819329
NETREACH	Vertiv Energy Systems, Inc.	77/762854	3948445
NETSURE	Vertiv Energy Systems, Inc.	77/013593	3516935
NETXTEND	Vertiv Energy Systems, Inc.	77/762833	3998694
PROFORM	Vertiv Energy Systems, Inc.	75/902200	2592375
VORTEX	Vertiv Energy Systems, Inc.	74/541809	2141198
ARCHITECTS OF CONTINUITY	Vertiv Group Corporation	88310762	
V VERTIV & Design (Horizontal)	Vertiv Group Corporation	86/972777	
V VERTIV & Design (Vertical)	Vertiv Group Corporation	86/972788	
V & Design	Vertiv Group Corporation	86/971730	5498327
VERTIV	Vertiv Group Corporation	86/963808	5498313
VERTIV	Vertiv Group Corporation	86/963818	5498314
AMWORKS	Vertiv IT Systems, Inc.	76/396497	2801074
AMX	Vertiv IT Systems, Inc.	76/396499	2942470
APERATURE	Vertiv IT Systems, Inc.	76/448258	2731926
APERATURE	Vertiv IT Systems, Inc.	76/448259	2731927
APERATURE	Vertiv IT Systems, Inc.	74/321640	1778785
APERATURE VISTA	Vertiv IT Systems, Inc.	78/428571	3108675

TRADEMARK	OWNER	APP. NO.	REG. NO.
AUTOTUNING	Vertiv IT Systems, Inc.	75/549298	2458728
AUTOVIEW	Vertiv IT Systems, Inc.	75/657099	2445595
AVOCENT	Vertiv IT Systems, Inc.	76/103702	2773874
AVOCENT	Vertiv IT Systems, Inc.	85/624793	5008307
AVOCENT & Design (Horizontal)	Vertiv IT Systems, Inc.	76/139106	2732721
AVOCENT & Design (Vertical)	Vertiv IT Systems, Inc.	76/139124	2732722
AVOCENT Logo	Vertiv IT Systems, Inc.	76/139105	2732720
AVWORKS	Vertiv IT Systems, Inc.	76/433123	2801197
COMPANION	Vertiv IT Systems, Inc.	75/552850	2353271
CYBEX	Vertiv IT Systems, Inc.	75/851190	2393598
CYBEX & Design	Vertiv IT Systems, Inc.	74/396280	1959540
CYBEX Logo	Vertiv IT Systems, Inc.	75/851191	2393599
CYCLADES	Vertiv IT Systems, Inc.	74/380734	1817814
DAMBRACKAS VIDEO COMPRESSION	Vertiv IT Systems, Inc.	76/496846	2931341
DSVIEW	Vertiv IT Systems, Inc.	76/348517	2799702
LONGVIEW	Vertiv IT Systems, Inc.	75/549490	2290169
MERGEPOINT	Vertiv IT Systems, Inc.	78/965850	3251853
MERGEPOINT	Vertiv IT Systems, Inc.	77/687093	3776070

TRADEMARK	OWNER	APP. NO.	REG. NO.
MERGEPOINT UNITY	Vertiv IT Systems, Inc.	77/461951	3652317
SWITCHVIEW	Vertiv IT Systems, Inc.	75/367180	2212733
SWITCHVIEW	Vertiv IT Systems, Inc.	76/535387	3090654
TRELLIS	Vertiv IT Systems, Inc.	85/982963	5311523
TRELLIS (Stylized) & Design	Vertiv IT Systems, Inc.	85/316601	4827242
MESA	Emerson Network Power, Energy Systems, North America, Inc.	74/441829	1894580
LORAIN	Emerson Network Power, Energy Systems, North America, Inc.	71/689229	0621756
DEPLOY MORE IT WITH CONFIDENCE INTELLIGENT DISTRIBUTED POWER & COOLING	Vertiv Corporation	85076346	4309456
	Vertiv Corporation	85076300	4305606
POWERSURE	Liebert Corporation	85785173	4566248
CONTAINMENT COOLING	Vertiv Corporation	77443706	3607861
SITENET	Liebert Corporation	74474478	1933970
OSCAR	Avocent Redmond Corp.	75018078	2120341
OUTLOOK	Avocent Redmond Corp.	75018077	2098659
AXS	Alber Corp.	77877950	4384216