

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544184

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Powerhouse Retail Services, LLC		10/07/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance Agency, LLC, as collateral agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88242713	POWERHOUSE PEOPLE PROCESS TECHNOLOGY	
Registration Number:	5208139	INFINITY	
Registration Number:	4174411	INFINITY BY POWERHOUSE	
Registration Number:	4174398	INFINITY BY POWERHOUSE	
Registration Number:	4170653	POWERHOUSE RETAIL SERVICES	
Registration Number:	4174392	POWERHOUSE RETAIL SERVICES	
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:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	21st Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1914		
NAME OF SUBMITTER:	Scott Kareff (014951-1914)		
SIGNATURE:	/kc for sk/		

CH \$165.00 88242713

DATE SIGNED:	10/07/2019
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 7, 2019, is made by the entity listed on the signature page hereof (the "Grantor"), in favor of Cerberus Business Finance Agency, LLC ("Cerberus"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of October 7, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Powerhouse Intermediate, LLC, a Delaware limited liability company ("Powerhouse Intermediate" or "Borrower Representative"), immediately following consummation of the Powerhouse Acquisition (as defined in the Credit Agreement), Powerhouse Retail Services, LLC, a Texas limited liability company ("Powerhouse") and SVW Buyer Corp., a Delaware corporation ("SVWBC"), and together with Powerhouse Intermediate and Powerhouse, collectively the "Initial Borrowers"), immediately following consummation of the SVW Acquisition, Security Vault Works, Inc., a Maryland corporation ("SVWI" and, together with the Initial Borrowers, each a "Borrower" and collectively, the "Borrowers"), Powerhouse Midco, LLC, a Delaware limited liability company ("Holdings"), the other Persons party thereto that are designated as a "Credit Party" from time to time, the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Cerberus Business Finance Agency, LLC, a Delaware limited liability company ("Cerberus"), as administrative agent (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") and collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and together with the Administrative Agent, each an "Agent" and collectively, the "Agents"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Collateral Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral owned by such Grantor (the "Trademark Collateral"):

- (a) all of its U.S. Trademarks, registrations and all applications for registration thereof, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, or other violation thereof.]

Section 3. Excluded Property. Notwithstanding anything contained herein, the Collateral does not include any “intent to use” Trademarks or any other Intellectual Property if the grant, attachment or enforcement of a Lien on or security interest in such Intellectual Property would impair the validity or enforceability, or result in the cancellation or voiding of such Intellectual Property or any Intellectual Property issuing therefrom.

Section 4. Guaranty and 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 Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

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.

POWERHOUSE RETAIL SERVICES, LLC

By:  _____

Name: Brent Teeter


Title: President

[Trademark Security Agreement]

TRADEMARK
REEL: 006765 FRAME: 0334

ACCEPTED AND AGREED
as of the date first above written:




CERBERUS BUSINESS FINANCE AGENCY, LLC,
as Collateral Agent

By: 

Name: Daniel E. Wolf
Title: Senior Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
POWERHOUSE RETAIL SERVICES, LLC	USA	POWERHOUSE PEOPLE PROCESS TECHNOLOGY and Design 	88242713	27-DEC- 2018	N/A
POWERHOUSE RETAIL SERVICES, LLC	USA	INFINITY	5208139	19-AUG- 2016	23-MAY- 2017
POWERHOUSE RETAIL SERVICES, LLC ¹	USA	INFINITY BY POWERHOUSE and Design 	4174411	14-SEP- 2011	17-JUL- 2012
POWERHOUSE RETAIL SERVICES, LLC ²	USA	INFINITY BY POWERHOUSE	4174398	12-SEP- 2011	17-JUL- 2012
POWERHOUSE RETAIL SERVICES, L.L.C.	USA	POWERHOUSE RETAIL SERVICES	4170653	09-SEP- 2011	10-JUL- 2012
POWERHOUSE RETAIL SERVICES, L.L.C.	USA	POWERHOUSE RETAIL SERVICES and Design 	4174392	09-SEP- 2011	17-JUL- 2012

¹ Ownership information to be updated with the United States Patent and Trademark Office.

² Ownership information to be updated with the United States Patent and Trademark Office.