

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557640

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Power, LLC	FORMERLY National Power Corp.	12/12/2019	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	CADENCE BANK, N.A.		
Street Address:	2800 Post Oak Boulevard, Suite 3800		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88231596	SMARTER, NONSTOP POWER	
Serial Number:	87833286	N	
Serial Number:	86372999	NATIONAL POWER CORPORATION	
Serial Number:	86373008	NPC	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	7132172875		
Email:	austin.jacobs@tklaw.com		
Correspondent Name:	Austin Jacobs		
Address Line 1:	811 Main Street, Suite 2500		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	Austin Jacobs		
SIGNATURE:	/aj/		
DATE SIGNED:	01/15/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of December 12, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by and between NATIONAL POWER, LLC, a North Carolina limited liability company (“Grantor”) and CADENCE BANK, N.A., as Secured Party (together with its successors and assigns in such capacity, the “Secured Party”).

Reference is made to (a) the Credit Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among NatPow Holdings, LLC, a Delaware limited liability company (“Parent”), Grantor, and Secured Party, as lender, and (b) the Security Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Grantor, Parent, and Secured Party, as secured party for the benefit of the Secured Creditors. It is a condition precedent to the making of Loans and LC Issuances under the Credit Agreement that the Grantor shall have executed and delivered to the Secured Party this Agreement. Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The interpretive provisions set forth in Section 1.04 of the Credit Agreement shall apply hereto, *mutatis mutandis*.

2. Grant of Security Interest. To secure the prompt payment and performance, in full when due of the Obligations, the Grantor hereby grants to Secured Party, for the benefit of the Secured Creditors, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under Collateral consisting of all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule I to this Agreement) now owned or at any time hereafter acquired by the Grantor, including those registered or applied for Trademarks listed on Schedule I; provided that no security interest is granted on any intent-to-use trademark applications filed in the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under Applicable Law or other Excluded Property (the “Trademark Collateral”). The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

3. Security Agreement. The Security Interest granted to Secured Party herein is granted in furtherance, and not in limitation, of the security interests granted to Secured Party pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

5. Termination. Upon the termination of the Security Agreement in accordance with its terms, or any disposition of the Trademark Collateral in a transaction permitted under the Credit Agreement, following a written request therefor, Secured Party shall execute, acknowledge, and deliver to the Grantor (at the Grantor's sole expense) an instrument in writing in recordable form releasing the grant and security interest in the applicable Trademark Collateral under this Agreement and take any other actions reasonably requested by the Grantor to effect such release.

6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS (OTHER THAN THE LAW OF CONFLICTS) OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA FROM TIME TO TIME IN EFFECT.

7. TERM LOAN INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO SECURED PARTY PURSUANT TO THIS AGREEMENT IN ANY COLLATERAL AND THE EXERCISE OF ANY RIGHT OR REMEDY BY SECURED PARTY WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE TERM LOAN INTERCREDITOR AGREEMENT (AS DEFINED IN THE CREDIT AGREEMENT). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE TERM LOAN INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE TERM LOAN INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature page follows.]

IN WITNESS WHEREOF, Grantor and Secured Party have executed this Agreement as of the date first above written.

GRANTOR:

NATIONAL POWER, LLC

By: _____

Name: Eddie Youngblood

Title: President

SECURED PARTY:

CADENCE BANK, N.A.,

By: *Rachel Heath*
Name: Rachel Heath
Title: Vice President

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
SMARTER, NONSTOP POWER	88231596	December 17, 2018	-	-
N	87833286	March 14, 2018	5605688	November 13, 2018
NATIONAL POWER CORPORATION	86372999	August 21, 2014	4943942	April 26, 2016
NPC	86373008	August 21, 2014	4726836	April 28, 2015