

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564920

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vertiv Group Corporation		03/02/2020	Corporation: DELAWARE
Vertiv Corporation		03/02/2020	Corporation: OHIO
Vertiv IT Systems, Inc.		03/02/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	Mail Code NY1-C413, 4 CMC
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245-0001
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Serial Number:	88638791	ESURE
Serial Number:	87366465	G
Serial Number:	87314531	FUTURE THINKING · SOLUTIONS TODAY
Serial Number:	87311424	GEIST
Serial Number:	86880478	U-LOCK
Serial Number:	86565361	ACTIVEAIR
Serial Number:	86553263	CLOSETAIR
Serial Number:	85101967	ENVIRONET
Serial Number:	85076850	SWITCHAIR
Serial Number:	85066226	GEIST
Serial Number:	77453266	UNITY COOLING
Serial Number:	86971730	V
Serial Number:	86963808	VERTIV
Serial Number:	86963818	VERTIV
Serial Number:	88762285	OSCAR
Serial Number:	85316601	TRELLIS
Serial Number:	85982963	TRELLIS

OP \$790.00 88638791

Property Type	Number	Word Mark
Serial Number:	77461951	MERGEPOINT UNITY
Serial Number:	78965850	MERGEPOINT
Serial Number:	78428571	APERTURE VISTA
Serial Number:	76448258	APERTURE
Serial Number:	76448259	APERTURE
Serial Number:	75851190	CYBEX
Serial Number:	75851191	
Serial Number:	75657099	AUTOVIEW
Serial Number:	75552850	COMPANION
Serial Number:	75549298	AUTOTUNING
Serial Number:	75549490	LONGVIEW
Serial Number:	75367180	SWITCHVIEW
Serial Number:	74396280	CYBEX
Serial Number:	74321640	APERTURE

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: 03/03/2020

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Vertiv Group Corporation
- 2. Vertiv Corporation
- 3. Vertiv IT Systems, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: 1. DE; 2. OH; 3. DE
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 2, 2020

- Assignment Merger
 Security Agreement Change of Name
 Other ABL Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

No

Name: JPMorgan Chase Bank, N.A.

Street Address: Mail Code NY1-C413, 4 CMC

City: Brooklyn

State: NY

Country: USA Zip: 11245-0001

Individual(s) Citizenship _____

Association Citizenship USA

Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

31

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

March 2, 2020

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 2, 2020, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain U.S. Security Agreement dated as of November 30, 2016 (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 and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, 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 Creditors 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 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.

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 here-
to may execute this Trademark Security Agreement by signing and delivering one or more counterparts.


SECTION 6. Governing Law. This Trademark Security Agreement and the transac-
tions contemplated hereby, and all disputes between the parties under or relating to this Trademark Secu-
rity Agreement or the facts or circumstances leading to its execution, whether in contract, tort or other-
wise, 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, each 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 GROUP CORPORATION

By:  _____

Name: David Fallon

Title: Vice President, Chief Financial
Officer and Treasurer

VERTIV CORPORATION
VERTIV IT SYSTEMS, INC.

By:  _____

Name: David Fallon

Title: Vice President and Treasurer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Gene R. Riego de Dios
Title: Executive Director

[Trademark Security Agreement Signature Page]

TRADEMARK
REEL: 006880 FRAME: 0539

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Owner of Record	Mark	Application Number	Registration Number
VERTIV CORPORATION	ESURE	88638791	
VERTIV CORPORATION	G	87366465	5271344
VERTIV CORPORATION	FUTURE THINKING · SOLUTIONS TODAY	87314531	5270725
VERTIV CORPORATION	GEIST	87311424	5270571
VERTIV CORPORATION	U-LOCK	86880478	5177654
VERTIV CORPORATION	ACTIVEAIR	86565361	5050586
VERTIV CORPORATION	CLOSETAIR	86553263	5187033
VERTIV CORPORATION	ENVIRONET	85101967	4582441
VERTIV CORPORATION	SWITCHAIR	85076850	4292721
VERTIV CORPORATION	GEIST	85066226	3894035
VERTIV CORPORATION	UNITY COOLING	77453266	3768206
VERTIV GROUP CORPORATION	V	86971730	5498327
VERTIV GROUP CORPORATION	VERTIV	86963808	5498313
VERTIV GROUP CORPORATION	VERTIV	86963818	5498314
VERTIV IT SYSTEMS, INC.	OSCAR	88762285	
VERTIV IT SYSTEMS, INC.	TRELLIS	85316601	4827242
VERTIV IT SYSTEMS, INC.	TRELLIS	85982963	5311523
VERTIV IT SYSTEMS, INC.	MERGEPOINT	77461951	3652317

Owner of Record	Mark	Application Number	Registration Number
	UNITY		
VERTIV IT SYSTEMS, INC.	MERGEPOINT	78965850	3251853
VERTIV IT SYSTEMS, INC.	APERTURE VISTA	78428571	3108675
VERTIV IT SYSTEMS, INC.	APERTURE	76448258	2731926
VERTIV IT SYSTEMS, INC.	APERTURE	76448259	2731927
VERTIV IT SYSTEMS, INC.	CYBEX	75851190	2393598
VERTIV IT SYSTEMS, INC.	Design Only	75851191	2393599
VERTIV IT SYSTEMS, INC.	AUTOVIEW	75657099	2445595
VERTIV IT SYSTEMS, INC.	COMPANION	75552850	2353271
VERTIV IT SYSTEMS, INC.	AUTOTUNING	75549298	2458728
VERTIV IT SYSTEMS, INC.	LONGVIEW	75549490	2290169
VERTIV IT SYSTEMS, INC.	SWITCHVIEW	75367180	2212733
VERTIV IT SYSTEMS, INC.	CYBEX	74396280	1959540
VERTIV IT SYSTEMS, INC.	APERTURE	74321640	1778785