

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362492

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DERIVE POWER LLC		11/11/2015	LIMITED LIABILITY COMPANY: DELAWARE
DERIVE SYSTEMS, INC.		11/11/2015	CORPORATION: DELAWARE
DERIVE EFFICIENCY, LLC		11/11/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Crescent Direct Lending, LLC, as Agent		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	4404215	CHAPERONE	
Registration Number:	3686789	ECONOMIZER	
Registration Number:	4039756	ITSX	
Registration Number:	3664395	LESS FUEL! MORE POWER!	
Registration Number:	3371568	LIVEWIRE	
Registration Number:	3394060	LIVEWIRE	
Registration Number:	4404264	LIVEWIRE TS	
Registration Number:	3439748	MORE POWER! LESS FUEL!	
Registration Number:	3467695	POWER FLASH	
Registration Number:	3497658	SCT	
Registration Number:	3497659	SCT	
Registration Number:	3664394	SCT ECONOMIZER	
Registration Number:	3901416	SCTFLASH	
Registration Number:	4011251	SCT FLEET SOLUTIONS	
Registration Number:	3467694	SF3	
Registration Number:	3981323	THE TUNING BRAND YOU CAN TRUST	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3706656	TOUCH SCREEN XTREME
Registration Number:	3632383	X3
Registration Number:	3513437	X3 POWER FLASH
Registration Number:	4590211	X4
Registration Number:	4590212	X4 POWER FLASH
Serial Number:	86443810	DERIVE ADVANTAGE
Serial Number:	86431593	DERIVE EFFICIENCY
Serial Number:	86443854	DERIVE POWER
Serial Number:	86367934	DERIVE SYSTEMS
Serial Number:	86751058	GTX
Serial Number:	85624739	SCT CHAPERONE
Serial Number:	86385341	TUNE VAULT
Registration Number:	3513764	BIG RIG POWER PUP
Registration Number:	3456490	BULLY DOG
Registration Number:	2959372	
Registration Number:	4079778	
Registration Number:	3456492	POWER PUP
Registration Number:	3456491	TRIPLE DOG
Serial Number:	86312303	CONQUER THE ELEMENTS

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	22283/002
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	11/16/2015

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of November 11, 2015 (“Trademark Security Agreement”), is made by the entities identified as grantors on the signature pages hereto (individually, a “Grantor” and collectively, the “Grantors”), in favor of Crescent Direct Lending, LLC (in such capacity, together with its successors and assigns in such capacity, the “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of February 28, 2014, by and among DERIVE POWER LLC, a Delaware limited liability company (f/k/a Bully Dog Acquisition, LLC, a Delaware limited liability company) (“DERIVE Power” or “Borrower”), DERIVE SYSTEMS, INC., a Delaware corporation (f/k/a SCT Delaware Holdings, Inc., a Delaware corporation), (“Parent”), SCT Holdings, Inc., a North Carolina corporation (“Intermediate Holdings”), the other Loan Parties named therein, the Lenders party thereto (the “Lenders”), and Crescent Direct Lending, LLC as administrative and collateral agent for the Lenders (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), the Lenders have agreed to establish a revolving credit facility and to extend a term loan to the Borrower;

WHEREAS, it is a condition precedent to the Lenders’ making any loans or other extensions of credit to the Borrower under the Credit Agreement that the Grantors execute and deliver to the Agent a trademark security agreement in substantially the form hereof;

WHEREAS, each Grantor has executed and delivered to the Agent the Security Agreement or Security Joinder Agreement (as such terms are defined in the Credit Agreement), pursuant to which each Grantor has granted to the Agent, on behalf of the Lenders, a security interest in certain of each such Grantor’s personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications, all to secure the payment and performance of the Secured Obligations (as defined in the Security Agreement);

WHEREAS, each Grantor will obtain substantial direct and indirect financial and other benefits from the loans and other extensions of credit from time to time made or to be made by the Lender to the Borrower pursuant to the Credit Agreement and the other Loan Documents, and, accordingly, each Grantor desires to enter into this Trademark Security Agreement and also in order to induce the Lender to make loans and other extensions of credit to the Borrower under the Credit Agreement and the other Loan Documents; and

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement, or, in not defined therein, in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 of such Grantor, hereby grants to the Agent, for the

benefit of each Lender, a Lien on and security interest (the “Security Interest”) in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its trademarks (each, a “Trademark”), including 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 all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an “intent-to-use” basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Security for Secured Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by any Grantor to Agent or the Lenders, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

Section 4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent, for the benefit of the Lenders, pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral 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 conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 5. Authorization to Supplement. Each Grantor shall give Agent prior written notice of no less than five (5) Business Days before filing any additional application for registration of any trademark and prompt notice in writing of any additional trademark registrations granted therefor after the date hereof. Without limiting any Grantor’s obligations under this Section, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered trademarks or applications therefor of any Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

Section 6. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, each such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to the Security Interest hereunder.

Section 7. 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 8. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.** In addition, the provisions of Section 20, 21 and 22 of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

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.

DERIVE POWER LLC,
a Delaware limited liability company

By: Amy Bagwell
Name: Amy Bagwell
Title: CFO



DERIVE SYSTEMS, INC.,
a Delaware corporation

By: Amy Bagwell
Name: Amy Bagwell
Title: CFO

DERIVE EFFICIENCY, LLC,
a Delaware limited liability company



By: Amy Bagwell
Name: Amy Bagwell
Title: CFO

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

MARK	APP/ REG NUMBER	FILING/REG DATE	CURRENT OWNER /GRANTOR
CHAPERONE 40312.00.0068	85/624,723 4,404,215	05/14/2012 09/17/2013	Derive Power LLC
ECONOMIZER DESIGN  40312.00.0003	77/352,886 3,686,789	12/14/2007 09/22/2009	Derive Power LLC
its 40312.00.0045	85/180,456 4,039,756	11/18/2010 10/11/2011	Derive Power LLC
LESS FUEL! MORE POWER! 40312.00.0002	77/352,902 3,664,395	12/14/2007 08/04/2009	Derive Power LLC
LIVEWIRE 40312.00.0011	77/063,654 3,371,568	12/13/2006 01/22/2008	Derive Power LLC
LIVEWIRE DESIGN  40312.00.0012	77/063,675 3,394,060	12/13/2006 03/11/2008	Derive Power LLC
LIVEWIRE TS 40312.00.0070	85/633,559 4,404,264	05/23/2012 09/17/2013	Derive Power LLC
MORE POWER! LESS FUEL! 40312.00.0014	77/265,091 3,439,748	08/27/2007 06/03/2008	Derive Power LLC
POWER FLASH 40312.00.0005	77/352,932 3,467,695	12/14/2007 07/15/2008	Derive Power LLC
SCT 40312.00.0010	77/067,042 3,497,658	12/19/2006 09/09/2008	Derive Power LLC

MARK	APP/ REG NUMBER	FILING/REG DATE	CURRENT OWNER /GRANTOR
SCT DESIGN 	77/067,094 3,497,659	12/19/2006 09/09/2008	Derive Power LLC
40312.00.0009			
SCT ECONOMIZER	77/352,746	12/14/2007	Derive Power LLC
40312.00.0004	3,664,394	08/04/2009	
SCTFLASH	77/765,355	06/22/2009	Derive Power LLC
40312.00.0029	3,901,416	01/04/2011	
SCT FLEET SOLUTIONS	85/074,238	06/29/2010	Derive Efficiency, LLC
40312.00.0039	4,011,251	08/16/2011	
SF3	77/352,923	12/14/2007	Derive Power LLC
40312.00.0006	3,467,694	07/15/2008	
THE TUNING BRAND YOU CAN TRUST	85/174,869	11/11/2010	Derive Power LLC
40312.00.0041	3,981,323	06/21/2011	
TOUCH SCREEN XTREME	77,573,464	09/18/2008	Derive Power LLC
40312.00.0022	3,706,656	11/03/2009	
X3	77/352,907	12/14/2007	Derive Power LLC
40312.00.0007	3,632,383	06/02/2009	
X3 POWER FLASH	77/189,772	05/24/2007	Derive Power LLC
40312.00.0013	3,513,437	10/07/2008	
X4	86/054,648	09/03/2013	Derive Power LLC
40312.00.0096	4,590,211	08/19/2014	
X4 POWER FLASH	86/054,652	09/03/2013	Derive Power LLC
40312.00.0097	4,590,212	08/19/2014	
DERIVE ADVANTAGE	86/443,810	11/04/2014	Derive Power LLC
40312.00.0109			
DERIVE EFFICIENCY	86/431,593	10/22/2014	Derive Efficiency LLC
46779.00.0002			
DERIVE POWER	86/443,854	11/04/2014	Derive Power LLC
40312.00.0107			

MARK	APP/REG NUMBER	FILING/REG DATE	CURRENT OWNER /GRANTOR
DERIVE SYSTEMS 40312.00.0105	86/367,934	08/15/2014	Derive Systems, Inc.
GTX 40312.00.0111	86/751,058	09/09/2015	Derive Power, LLC
SCT CHAPERONE 40312.00.0069	85/624,739	05/14/2012	Derive Power LLC
TUNE VAULT 40312.00.0104	86/385,341	09/04/2014	Derive Power LLC

MARK	APP/ REG NUMBER	FILING/REG DATE	CURRENT OWNER/ GRANTOR
BIG RIG POWER PUP 46841.00.0003	77/266,253 3,513,764	08/28/2007 10/07/2008	Derive Power LLC
BULLY DOG 46841.00.0015	77/162,126 3,456,490	04/20/2007 07/01/2008	Derive Power LLC
BULLYDOG design  46841.00.0005	78/232,710 2,959,372	04/01/2003 06/07/2005	Derive Power LLC
BULLYDOG design  46841.00.0006	85/317,488 4,079,778	05/10/2011 01/03/2012	Derive Power LLC
POWER PUP 46841.00.0020	77/162,166 3,456,492	04/20/2007 07/01/2008	Derive Power LLC
TRIPLE DOG 46841.00.0017	77/162,140 3,456,491	04/20/2007 07/01/2008	Derive Power LLC
CONQUER THE ELEMENTS 46841.00.0023	86/312,303	06/17/2014	Derive Power LLC