

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538764

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CPS Technology Holdings LLC		08/27/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CITIBANK N.A., AS COLLATERAL AGENT
Street Address:	1615 Brett Road
Internal Address:	Ops III
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	3793704	LTH
Registration Number:	3800347	EL ALMA DE TU AUTOMOVIL
Registration Number:	4618057	
Registration Number:	4389896	
Registration Number:	4389894	
Registration Number:	4389893	
Registration Number:	4389895	
Registration Number:	5433982	BATTERYQ
Registration Number:	2892275	BLUETOP
Registration Number:	5018941	CIRCATECH
Registration Number:	4125759	EC STEPS
Registration Number:	2398524	LIFECYCLE
Registration Number:	2707784	LIFECYCLE TECHNOLOGY
Registration Number:	5120330	LIFESPAN
Registration Number:	4354504	OPTIMA
Registration Number:	5123185	OPTIMA
Registration Number:	4354699	OPTIMA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4354529	OPTIMA CHARGERS
Registration Number:	3859579	OPTIMA ULTIMATE STREET CAR INVITATIONAL
Registration Number:	4946313	OPTIMA ULTIMATE STREET CAR INVITATIONAL
Registration Number:	4946314	OPTIMA ULTIMATE STREET CAR INVITATIONAL
Registration Number:	4341357	POWER PACK NATION
Registration Number:	3104267	POWERFRAME
Registration Number:	3833025	POWER FRAME
Registration Number:	4269562	
Registration Number:	5324797	Q
Registration Number:	2892327	REDTOP
Registration Number:	1996077	S
Registration Number:	4354492	SIX PACK
Registration Number:	5120329	SOLIDIUM
Registration Number:	2010034	SPIRALCELL TECHNOLOGY
Registration Number:	3935818	
Registration Number:	3524989	THE ULTIMATE POWER SOURCE
Registration Number:	4091471	TRUE STRENGTH
Registration Number:	4964586	ULTIMATE STREET CAR INVITATIONAL
Registration Number:	4724337	VALUE POWER
Registration Number:	2878277	YELLOWTOP
Serial Number:	87442700	PUREFLOW TECHNOLOGY

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: LATHAM & WATKINS LLP C/O ANGELA M. AMARU

Address Line 1: 885 THIRD AVENUE

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 045494-0266

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /s/ Angela M. Amaru

DATE SIGNED: 08/29/2019

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of August 27, 2019 (this “Agreement”), among CPS TECHNOLOGY HOLDINGS LLC (the “Grantor”) and CITIBANK, N.A., as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to the First Lien Collateral Agreement dated as of April 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantor, the other grantors from time to time party thereto and the Collateral Agent, pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined herein). Pursuant to the Collateral Agreement, the Grantor agreed to execute and deliver this Agreement in order to record the security interest granted to the Collateral Agent with the USPTO. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified (including specified by reference) in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States Trademark registrations and Trademark applications listed on Schedule I attached hereto, but excluding any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege to Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration issuing therefrom under applicable federal law, together with (a) all renewals or extensions thereof, (b) any and all goodwill associated with, connected with the use of or symbolized by any of the foregoing, (c) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, and (d) all Proceeds of the foregoing, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark Collateral.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Discharge of Pari Passu Obligations or the release of the Grantor from its obligations under the Collateral Agreement

pursuant to Section 5.13 of the Collateral Agreement, the security interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien, and security interest in the Trademark Collateral under this Agreement.

SECTION 5. 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.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 7. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this First Lien Trademark Security Agreement with the U.S. Patent and Trademark Office.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

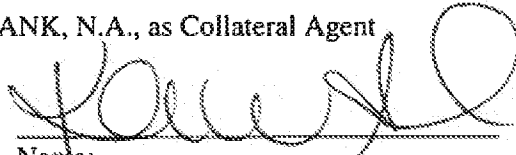
CPS TECHNOLOGY HOLDINGS LLC, as
Grantor

By: 

Name: Claudio Morfe
Title: Manager

CITIBANK, N.A., as Collateral Agent

By:



Name:
Title:

Karen Abarca
Senior Trust Officer

**Schedule I to the
First Lien Trademark Security Agreement**

TRADEMARK COLLATERAL

1. U.S. TRADEMARK REGISTRATIONS

Company / Owner	Registered Trademark	Serial/Registration Number	Filing Date	Registration Date
CPS Technology Holdings LLC	LTH	3793704	25-May-10	
CPS Technology Holdings LLC	EL ALMA DE TU AUTOMOVIL	3800347	26-Sep-08	08-Jun-10
CPS Technology Holdings LLC	Autobatteries Design	4618057	9-Nov-12	7-Oct-14
CPS Technology Holdings LLC	BATTERY DESIGN I (BLUE TOP) (Color)	4389896	3-Dec-04	27-Aug-13
CPS Technology Holdings LLC	BATTERY DESIGN I (DOTTED LINES	4389894	3-Dec-04	27-Aug-13
CPS Technology Holdings LLC	BATTERY DESIGN I (RED TOP) (Color)	4389893	3-Dec-04	27-Aug-13
CPS Technology Holdings LLC	BATTERY DESIGN I (YELLOW TOP)	4389895	3-Dec-04	27-Aug-13
CPS Technology Holdings LLC	BATTERYQ	5433982	4-Jun-15	27-Mar-18
CPS Technology Holdings LLC	BLUETOP	2892275	21-Jun-01	12-Oct-14
CPS Technology Holdings LLC	CIRCATECH	5018941	10-Jun-15	9-Aug-16
CPS Technology Holdings LLC	ECOSTEPS Logo	4125759	29-Aug-08	10-Apr-12
CPS Technology Holdings LLC	LIFECYCLE	2398524	20-Oct-98	24-Oct-00
CPS Technology Holdings LLC	LIFECYCLE TECHNOLOGY	2707784	21-Jun-01	15-Apr-03
CPS Technology Holdings LLC	LIFESPAN	5120330	10-Jun-15	10-Jan-17
CPS Technology Holdings LLC	OPTIMA	4354504	8-Jun-11	18-Jun-13
CPS Technology Holdings LLC	OPTIMA	5123185	27-May-16	17-Jan-17
CPS Technology Holdings LLC	OPTIMA (& Color Design II)	4354699	23-Sep-11	18-Jun-13
CPS Technology Holdings LLC	OPTIMA CHARGERS LOGO	4354529	22-Jun-11	18-Jun-13
CPS Technology Holdings LLC	OPTIMA ULTIMATE STREET CAR INVITATIONAL	3859579	12-Jan-10	12-Oct-10
CPS Technology Holdings LLC	OPTIMA ULTIMATE STREET CAR INVITATIONAL	4946313	27-Oct-15	26-Apr-16
CPS Technology Holdings LLC	OPTIMA ULTIMATE STREET CAR	4946314	27-Oct-15	26-Apr-16

Company / Owner	Registered Trademark	Serial/Registration Number	Filing Date	Registration Date
	INVITATIONAL			
CPS Technology Holdings LLC	POWER PACK NATION	4341357	3-Jul-12	28-May-13
CPS Technology Holdings LLC	POWERFRAME	3104267	1-Mar-02	13-Jun-06
CPS Technology Holdings LLC	POWERFRAME LOGO I	3833025	9-Oct-09	10-Aug-10
CPS Technology Holdings LLC	POWERFRAME SWIRL DEVICE (COLOR	4269562	6-Dec-11	1-Jan-13
CPS Technology Holdings LLC	Q and Battery Design	5324797	4-Jun-15	31-Oct-17
CPS Technology Holdings LLC	REDTOP	2892327	10-Dec-01	12-Oct-04
CPS Technology Holdings LLC	S IN OVAL DESIGN	1996077	26-Sep-94	20-Aug-96
CPS Technology Holdings LLC	SIX PACK	4354492	26-May-11	18-Jun-13
CPS Technology Holdings LLC	SOLIDIUM	5120329	10-Jun-15	10-Jan-17
CPS Technology Holdings LLC	SPIRALCELL TECHNOLOGY	2010034	10-Oct-95	22-Oct-96
CPS Technology Holdings LLC	STOPWATCH (& Design)	3935818	22-Apr-10	22-Mar-11
CPS Technology Holdings LLC	THE ULTIMATE POWER SOURCE	3524989	11-May-07	28-Oct-08
CPS Technology Holdings LLC	TRUE STRENGTH	4091471	17-Nov-09	24-Jan-12
CPS Technology Holdings LLC	ULTIMATE STREET CAR INVITATIONAL	4964586	27-Oct-15	24-May-16
CPS Technology Holdings LLC	VALUE POWER	4724337	13-May-13	21-Apr-15
CPS Technology Holdings LLC	YELLOWTOP	2878277	10-Dec-01	31-Aug-04

2. U.S. TRADEMARK APPLICATIONS

Company / Owner	Trademark Application	Application Number	Application Date
CPS Technology Holdings LLC	PUREFLOW TECHNOLOGY & Design	87442700	9-May-17