

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304422

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIGMA ELECTRIC MANUFACTURING CORPORATION		05/13/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BRIGHTWOOD LOAN SERVICES LLC		
Street Address:	1540 Broadway, 23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	72457198	GAM-PAK	
Serial Number:	78596827	S SIGMA ELECTRIC	
Serial Number:	78596864	SIGMA ELECTRIC CONDUIT FITTINGS	
Serial Number:	78596857	SIGMA ELECTRIC WEATHERPROOF PRODUCTS	
Serial Number:	78596849	SIGMA ELECTRIC	
Serial Number:	78401888	SPIKE-A-LITE	
Serial Number:	77656114	TROVA OUTDOOR	
Serial Number:	77768143	SNAP LOCK	
Serial Number:	85327377	PRO-CONNEX	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2125305175		
Email:	jmarkham@milbank.com		
Correspondent Name:	Jordan P. Markham		
Address Line 1:	1 Chase Manhattan Plaza		
Address Line 2:	Milbank Tweed		
Address Line 4:	New York, NEW YORK 10005		

CH \$240.00 72457198

TRADEMARK

ATTORNEY DOCKET NUMBER:	41872.00200
NAME OF SUBMITTER:	Jordan P. Markham
SIGNATURE:	/Jordan P. Markham/
DATE SIGNED:	05/13/2014

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 13, 2014 is entered into by and between SIGMA ELECTRIC MANUFACTURING CORPORATION, a Delaware corporation (the "Grantor"), having its chief executive office at 120 Sigma Drive Garner, NC 27529 and BRIGHTWOOD LOAN SERVICES LLC, as Collateral Agent (the "Collateral Agent"), with offices at 1540 Broadway, 23rd Floor, New York, New York 10036, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (a) the Credit Agreement, dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among GSCP Sigma (Lux) S.à r.l., a private limited liability company organized under the laws of Luxembourg, GSCP Sigma (Lux) II S.à r.l. ("Lux II"), a private limited liability company organized under the laws of Luxembourg, GSCP Sigma Holding Corp. ("US Holdings"), a Delaware corporation, the Grantor, the Lenders who are or may become party thereto, Brightwood Loan Services LLC, as Term Loan Administrative Agent, and KeyBank National Association, as Revolving Loan Administrative Agent and (b) the Collateral Agreement, dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), executed by Lux II, US Holdings and the Grantor in favor of the Collateral Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Credit Agreement or the Collateral Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby confirms the grant pursuant to the Collateral Agreement, to the Collateral Agent, for the ratable benefit of the Secured Parties, of a security interest in all of the Grantor's right, title and interest in, whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, and wherever located or deemed located, all Trademarks of the Grantor, including, without limitation, the Trademarks listed on Schedule A.

The rights and remedies of the Collateral Agent, on behalf of the Secured Parties, with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

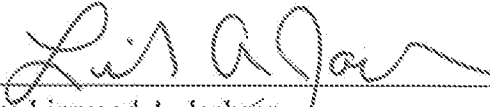
This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed signature page of this Agreement by facsimile transmission or email transmission (including .pdf delivery) shall be effective as delivery of a manually executed counterparty hereof.

THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO THE CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first written above.

SIGMA ELECTRIC MANUFACTURING CORPORATION, as Grantor

By: 
Name: Linwood A. Jackson
Title: Vice President, Secretary and Treasurer

[Signature Pages Continue]

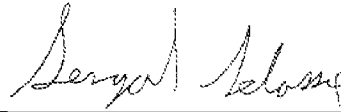
BRIGHTWOOD LOAN SERVICES LLC,
as Collateral Agent

By:



Name: Damien Dwin
Title: Authorized Person

By:



Name: Sengal Selassie
Title: Authorized Person

Schedule A
to
Trademark Security Agreement

TRADEMARKS

Title	Application Type	Serial No.	Filing Date	Status
Gam-pak	Standard Character	72457198	5/10/1973	Granted / Live
S Sigma Electric and Design	Design Plus Words, Letters, and/or Numbers	78596827	3/29/2005	Granted / Live
Sigma Electric Conduit Fittings	Standard Character	78596864	3/29/2005	Granted / Live
Sigma Electric Weatherproof Products	Standard Character	78596857	3/29/2005	Granted / Live
Sigma Electric	Standard Character	78596849	3/29/2005	Granted / Live
Spike-A-Lite	Standard Character	78401888	4/14/2004	Granted / Live
TROVA Outdoor	Standard Character	77656114	1/25/2009	Granted / Live
SNAP LOCK	Standard Character	77768143	6/25/2009	Granted / Live
Pro-Connex	Standard Character	85327377	5/23/2011	Granted / Live

TRADEMARK APPLICATIONS

None.