

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327218

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest In Trademark Rights (Second Lien)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pike Enterprises, Inc.		12/22/2014	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	KeyBank National Association, as Administrative Agent
Street Address:	4900 Tiedeman Road
Internal Address:	OH-01-49-0114
City:	BROOKLYN
State/Country:	OHIO
Postal Code:	44144
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3126286	PIKE
Registration Number:	3885240	PIKE ENERGY SOLUTIONS
Registration Number:	3885239	PIKE ENERGY SOLUTIONS
Registration Number:	2316744	PIKELINE
Registration Number:	2259952	PIKE ELECTRIC
Registration Number:	1676118	
Registration Number:	1676117	PIKE

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124553989

Email: jnull@stblaw.com

Correspondent Name: Michael Joshi

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/1834

TRADEMARK

REEL: 005426 FRAME: 0841

900311012

CH \$190.00 3126286

NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	12/23/2014
Total Attachments: 5 source=Pike Enterprises, Inc Trademark Short Form (Second Lien) (Executed)#page1.tif source=Pike Enterprises, Inc Trademark Short Form (Second Lien) (Executed)#page2.tif source=Pike Enterprises, Inc Trademark Short Form (Second Lien) (Executed)#page3.tif source=Pike Enterprises, Inc Trademark Short Form (Second Lien) (Executed)#page4.tif source=Pike Enterprises, Inc Trademark Short Form (Second Lien) (Executed)#page5.tif	

EXECUTION

SECOND LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of December 22, 2014 is made by Pike Enterprises, Inc., a North Carolina corporation (the "Grantor"), in favor of KeyBank National Association, as Administrative Agent (the "Agent") for the Secured Parties, parties to the Second Lien Credit Agreement, dated as of December 22, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Pioneer Merger Sub, Inc., to be merged with and into Pike Corporation (the "Borrower"), Pioneer Parent, Inc., the Domestic Subsidiaries of the Borrower from time to time parties to the Credit Agreement, the Lenders, and KeyBank National Association, as Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain other Subsidiaries of the Borrower have executed and delivered the Security Agreement, dated as of December 22, 2014, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged, assigned and granted to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in the Collateral, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, on behalf of and for the ratable benefit of the Secured Parties, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby pledges and grants a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent on behalf of and for the ratable benefit of the Secured Parties to secure payment, performance and observance of the Secured Obligations.

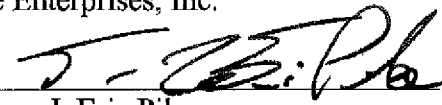
Section 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Pike Enterprises, Inc.

By: 

Name: J. Eric Pike

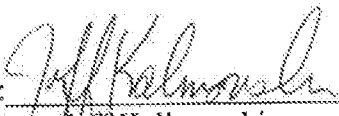
Title: President and CEO

Date: 12/22/2014

[Second Lien Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 005426 FRAME: 0845

KeyBank National Association
as Administrative Agent




By: 
Name: Jeff Kalinowski
Title: Senior Vice President
Date: 12/22/2014

[Second Lien Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 005426 FRAME: 0846

SCHEDULE A

Trademark Registrations

<u>Title</u>	<u>Trademark Registration Number</u>
PIKE	3126286
PIKE ENERGY SOLUTIONS	3885240
PIKE ENERGY SOLUTIONS & Design	3885239
	
PIKELINE	2316744
PIKE ELECTRIC	2259952
Power Pole Design	1676118
	
PIKE (Stylized)	1676117
	

State Trademark Registrations

None.

Trademark Applications

None.