

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM341588

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RESA POWER SOLUTIONS - TRANSFORMER SERVICES, LLC		03/18/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MADISON CAPITAL FUNDING LLC, as Agent		
<b>Street Address:</b>	30 South Wacker Drive, Suite 3700		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4021897	"THE TRANSFORMER DOCTORS"	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<i>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.</i>			
<b>Phone:</b>	312-863-7198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy Brougher, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 East Monroe Street, Suite 3300		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	4975.244		
<b>NAME OF SUBMITTER:</b>	Nancy Brougher		
<b>SIGNATURE:</b>	/njb/		
<b>DATE SIGNED:</b>	05/18/2015		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 18, 2015, by the undersigned ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 30, 2012, by and among RESA POWER SOLUTIONS, LLC (f/k/a Relectric Supply Company, LLC), a Delaware limited liability company, as Borrower, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Borrower;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Joinder to Guarantee and Collateral Agreement, dated as of even date herewith, in order to become a "Grantor" under and as defined in that certain Guarantee and Collateral Agreement, dated as of March 30, 2012, by and among Borrower and each other Person party thereto from time to time as a "Grantor" and Agent, (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

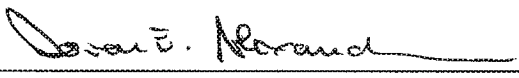
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral");

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

RESA POWER SOLUTIONS – TRANSFORMER SERVICES, LLC

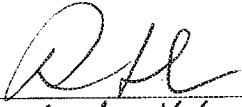
By: 

Name: Dorian Alexandrescu

Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,  
as Agent

By:   
Name: A. Brady Heber  
Title: Vice President

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>STATUS</b>	<b>REGISTRATION NUMBER</b>	<b>REGIS. DATE</b>	<b>OWNER INFORMATION</b>
"THE TRANSFORMER DOCTORS"	85184790	Registered	4021897	09/06/2011	RESA Power Solutions - Transformer Services, LLC

**TRADEMARK APPLICATIONS**

None.