

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM367639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUMMIT ELECTRIC SUPPLY CO., INC.		12/31/2015	CORPORATION: NEW MEXICO
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA N.A.		
Street Address:	901 MAIN STREET		
Internal Address:	11TH FLOOR		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4588302	S SUMMIT ELECTRIC SUPPLY	
Registration Number:	4300285	20/20	
Registration Number:	4137811	BUCKS	
Registration Number:	4137810	30-SECOND	
Registration Number:	4163214	SUMMIT	
Registration Number:	4082587	SUMMIT	
Registration Number:	4370606	SUMMIT	
Registration Number:	4086600	MYSUMMIT	
Registration Number:	3208049	20/20 WILL-CALL GUARANTEE	
Registration Number:	3208048	SUMMIT'S 30-SECOND COUNTER SERVICE GUARA	
Registration Number:	3034560	SUMMIT BUCKS	
Registration Number:	3003943	SUMMIT ONSITE	
Registration Number:	2942000	SOS	
Registration Number:	4105824	SUMMIT INTERNATIONAL	
Registration Number:	2850559	SUMMIT	
Registration Number:	2863071	MRO DEPOT	
Registration Number:	2440973	SUMMIT ELECTRIC SUPPLY	
Registration Number:	2081225	AMPS	
TRADEMARK			

OP \$615.00 4588302

Property Type	Number	Word Mark
Registration Number:	2140089	VOLTS
Registration Number:	1677188	
Registration Number:	1426037	S
Serial Number:	86746559	
Serial Number:	86746455	S
Serial Number:	86746439	

CORRESPONDENCE DATA

Fax Number:

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.

Email: robyn.lecesse@hkclaw.com

Correspondent Name: HOLLAND & KNIGHT LLP

Address Line 1: 10 ST. JAMES AVE.

Address Line 2: 11TH FLOOR

Address Line 4: BOSTON, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	136133.00017
NAME OF SUBMITTER:	LAURA OBRIEN
SIGNATURE:	/LAURA OBRIEN/
DATE SIGNED:	12/31/2015

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of December 31, 2015 is made by SUMMIT ELECTRIC SUPPLY CO., INC., a New Mexico corporation (the "Grantor"), in favor of BANK OF AMERICA N.A., as agent (the "Agent") for the Secured Parties. Unless otherwise defined herein, capitalized terms used in this Agreement shall have the same meanings as the terms defined in the Loan Agreement (defined below).

W I T N E S S E T H:

WHEREAS, the Grantor is the Borrower under the Loan and Security Agreement dated as of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among the Borrower, the Lenders, and Agent;

WHEREAS, pursuant to the Loan Agreement, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, 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 Agent and the Lenders to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor agrees, for the benefit of the Agent and 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 Loan Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, 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) (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties to secure payment, performance and observance of the 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 Secured Parties in connection with the Loan Agreement and is expressly subject to the terms and conditions thereof. The Loan 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 Loan 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 Loan Agreement, the terms of the Loan 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.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 31st day of December, 2015.

SUMMIT ELECTRIC SUPPLY CO., INC.,
as Grantor

By: 

Name: Robert H. Jones, Jr.

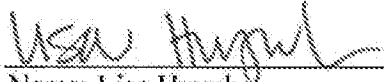
Title: CEO

[Signature Page to Trademark Security Agreement]

#37938324

TRADEMARK
REEL: 005702 FRAME: 0217

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: Lisa Huynh
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

#37938324

TRADEMARK
REEL: 005702 FRAME: 0218

SCHEDULE A**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
	86746559
S	86746455
	86746439
SUMMIT ELECTRIC SUPPLY	4588302
20/20	4300285
BUCKS	4137811
30-SECOND	4137810
SUMMIT	4163214
SUMMIT	4082587
SUMMIT	4370606
MYSUMMIT	4086600
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