

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401859

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sigma Electric Manufacturing Corporation		10/13/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Brightwood Loan Services LLC		
Street Address:	810 SEVENTH AVENUE		
Internal Address:	26TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3477963	S SIGMA ELECTRIC	
Registration Number:	3437702	SIGMA ELECTRIC CONDUIT FITTINGS	
Registration Number:	3428159	SIGMA ELECTRIC WEATHERPROOF PRODUCTS	
Registration Number:	3419931	SIGMA ELECTRIC	
Registration Number:	3779178	TROVA OUTDOOR	
Registration Number:	3773776	SNAP LOCK	
Registration Number:	4098437	PRO-CONNEX	
Registration Number:	0990651	GAM-PAK	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2028357500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, N.W., Suite 1100		
Address Line 2:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 4:	Washington, D.C. 20006		

CH \$215.00 3477963

NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	10/13/2016
Total Attachments: 5 source=01100TMSECAGRMT#page1.tif source=01100TMSECAGRMT#page2.tif source=01100TMSECAGRMT#page3.tif source=01100TMSECAGRMT#page4.tif source=01100TMSECAGRMT#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 13, 2016 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, Wake County, North Carolina 27529 and BRIGHTWOOD LOAN SERVICES LLC, as Collateral Agent (the "Collateral Agent"), with offices at 810 Seventh Avenue, 26th Floor, New York, NY 10019, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (a) the Credit and Guaranty Agreement, dated October 11, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), entered into by and among Sunk Rock Foundry Partners LP, a Delaware limited partnership, Hatteras Electrical Manufacturing Holding Company, a Delaware corporation ("HEMC"), Sixteen Emu S.à r.l., a private limited liability company (*société à responsabilité limitée*), organized and established under the laws of the Grand Duchy of Luxembourg, having its registered office at 5, rue Guillaume Kroll, L-1882 Luxembourg and registered with the Luxembourg Register of Commerce and Companies (RCS Luxembourg) under number B 207.570, Sixteen Cornflower S.à r.l., a private limited liability company (*société à responsabilité limitée*), organized and established under the laws of the Grand Duchy of Luxembourg, having its registered office at 5, rue Guillaume Kroll, L-1882 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies (RCS Luxembourg) under number B 208.355 ("Lux C"), Sixteen Aqualie S.à r.l., a private limited liability company (*société à responsabilité limitée*), organized and established under the laws of the Grand Duchy of Luxembourg, having its registered office at 5, rue Guillaume Kroll, L-1882 Luxembourg and registered with the Luxembourg Register of Commerce and Companies (RCS Luxembourg) under number B 208.343, Sixteen Evolie S.à r.l., a private limited liability company (*société à responsabilité limitée*), organized and established under the laws of the Grand Duchy of Luxembourg, having its registered office at 5, rue Guillaume Kroll, L-1882 Luxembourg and registered with the Luxembourg Register of Commerce and Companies (RCS Luxembourg) under number B 208.344, the Grantors referred to therein who are or may become party thereto, the Lenders from time to time party thereto and Brightwood Loan Services LLC, as Administrative Agent and (b) the Tranche A-2 U.S. Collateral Agreement, dated October 11, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), executed by Lux C, HEMC and certain of their Subsidiaries as Grantors 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.

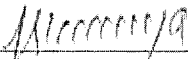
This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed signature page of this Agreement by facsimile transmission 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.

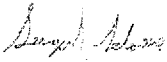
**SIGMA ELECTRIC MANUFACTURING
CORPORATION, as Grantor**

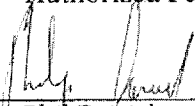
By: 
Name: K. Acharya
Title: Executive Vice President, Global CFO and
Company Secretary

[Trademark Security Agreement Signature Page]

**TRADEMARK
REEL: 005898 FRAME: 0298**

BRIGHTWOOD LOAN SERVICES LLC,
as Collateral Agent

By: 
Name: Sengal Selassie
Title: Authorized Person

By: 
Name: Phil Daniele
Title: Chief Risk Officer

Schedule A
to
Trademark Security Agreement

TRADEMARKS

Title	Application Type	Serial No.	Filing Date	Status
Sigma Electric and Design	Standard Character	3477963/ 78596827	7/29/2008 5/29/2005	Granted/ Live
Sigma Electric Conduit Fittings	Standard Character	3437702/ 78596864	5/27/2008 3/29/2005	Granted/ Live
Sigma Electric Weatherproof Products	Standard Character	3428159/ 78596857	5/13/2008 3/29/2005	Granted/ Live
Sigma Electric	Standard Character	3419931/ 78596849	4/29/2008 3/29/2005	Granted/ Live
Trova Outdoor	Standard Character	3779178/ 77656114	4/20/2010 1/25/2009	Granted/ Live
SNAP LOCK	Standard Character	3773776/ 77768143	4/6/2010 6/25/2009	Granted/ Live
Pro-Connex	Standard Character	4098437/ 85327377	2/14/2012 5/23/2011	Granted/ Live
GAM-PAK	Standard Character	990651/ 72457198	8/13/1974 5/10/1973	Granted/ Live

TRADEMARK APPLICATIONS

None