

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM409320

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penn Detroit Diesel Allison, LLC		12/14/2016	Limited Liability Company: PENNSYLVANIA
N2 Integrated Energy Solutions, LLC		12/14/2016	Limited Liability Company: DELAWARE
Sigma Six Solutions Acquisition, LLC		12/14/2016	Limited Liability Company: DELAWARE
Sigma Six Solutions, Inc.		12/14/2016	Corporation: WASHINGTON
PDDA Holdings, LLC		12/14/2016	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3067425	PENN POWER SYSTEMS	
Registration Number:	3112642	NORTHEAST ENERGY SYSTEMS	
Registration Number:	3904683	PENN POWER GROUP	
Registration Number:	3728048	WESTERN ENERGY SYSTEMS	
Registration Number:	3728049	WESTERN ENERGY SYSTEMS	
Registration Number:	3744126	WESTERN ENERGY SYSTEMS	
Registration Number:	3589608	SIGMA SIX CORPORATION	
Serial Number:	87258951	SIGMA SIX SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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>			

OP \$215.00 3067425

Phone: 617-951-8132
Email: linda.salera@morganlewis.com
Correspondent Name: Linda A. Salera
Address Line 1: One Federal Street
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
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SIGNATURE:	/Linda A. Salera/
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DATE SIGNED:	12/16/2016
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 14, 2016, is made by each entity on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of ARES CAPITAL CORPORATION, as Administrative Agent under the Credit Agreement described below.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among Borrower, the other Credit Parties party thereto, the Lenders and L/C Issuers from time to time party thereto, and Ares Capital Corporation, as Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than Borrower) has agreed, pursuant to a Guaranty and Security Agreement, of even date herewith, in favor of the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Guaranteed Obligations (as defined in the Guaranty and Security Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of these premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, in each case whether now owned or hereafter acquired, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PENN DETROIT DIESEL ALLISON, LLC,
as Grantor

By: Philip M. Field
Name: Philip M. Field
Title: Vice President, Chief Financial Officer and Secretary

N2 INTEGRATED ENERGY SOLUTIONS, LLC, as Grantor

By: Philip M. Field
Name: Philip M. Field
Title: Vice President, Chief Financial Officer and Secretary

SIGMA SIX SOLUTIONS ACQUISITION, LLC, as Grantor

By: Philip M. Field
Name: Philip M. Field
Title: Vice President, Chief Financial Officer and Secretary

SIGMA SIX SOLUTIONS, INC.,
as Grantor

By: _____
Name: Alfred W. Clark
Title: Chairman

PDDA HOLDINGS, LLC,
as Grantor

By: Philip M. Field
Name: Philip M. Field
Title: Vice President, Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PENN DETROIT DIESEL ALLISON, LLC,
as Grantor

By: _____
Name: Philip M. Field
Title: Vice President, Chief Financial Officer and Secretary

N2 INTEGRATED ENERGY SOLUTIONS, LLC, as Grantor

By: _____
Name: Philip M. Field
Title: Vice President, Chief Financial Officer and Secretary

SIGMA SIX SOLUTIONS ACQUISITION, LLC, as Grantor

By: _____
Name: Philip M. Field
Title: Vice President, Chief Financial Officer and Secretary

SIGMA SIX SOLUTIONS, INC.,
as Grantor

By: 
Name: Alfred W. Clark
Title: Chairman

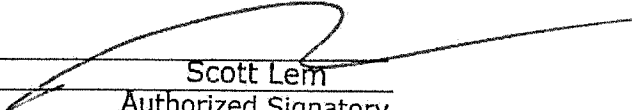
PDDA HOLDINGS, LLC,
as Grantor

By: _____
Name: Philip M. Field
Title: Vice President, Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Scott Lem
Title: Authorized Signatory

Signature Page to Trademark Security Agreement

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Grantor of Intellectual Property	Title of Intellectual Property	Jurisdiction	Registration Number	Registration Date
Penn Detroit Diesel Allison, LLC	Penn Power Systems (and Design)	U.S.	3067425	March 14, 2006
Penn Detroit Diesel Allison, LLC	Northeast Energy Systems (and Design)	U.S.	3112642	July 4, 2006
Penn Detroit Diesel Allison, LLC	Penn Power Group	U.S.	3904683	January 11, 2011
Penn Detroit Diesel Allison, LLC	Western Energy Systems (and Design)	U.S.	3728048	December 22, 2009
Penn Detroit Diesel Allison, LLC	Western Energy Systems (and Design)	U.S.	3728049	December 22, 2009
Penn Detroit Diesel Allison, LLC	Western Energy Systems (and Design)	U.S.	3744126	February 2, 2010
Sigma Six Solutions, Inc.	Sigma Six Corporation	U.S.	3589608	March 17, 2009

2. TRADEMARK APPLICATIONS

Grantor of Intellectual Property	Title of Intellectual Property	Jurisdiction	Application Number	Application Date
Penn Detroit Diesel Allison, LLC	Sigma Six Solutions (and Design)	U.S.	87258951	December 6, 2016

3. TRADEMARK LICENSES

None.

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