

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412160

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chapel Electric Co., LLC		12/30/2016	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	222 South Riverside Plaza, Suite 3000		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3824611	ELITESERVICEPLAN	
CORRESPONDENCE DATA			
Fax Number:	3125786666		
<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:	3122633600		
Email:	renee.lewis@hklaw.com, maureen.drews@hklaw.com		
Correspondent Name:	Renee P. Lewis		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	131 S. Dearborn street, 30th Floor		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Renee P. Lewis		
SIGNATURE:	/Renee P. Lewis/		
DATE SIGNED:	01/12/2017		
Total Attachments: 4			
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**SECURITY INTEREST GRANT
INTELLECTUAL PROPERTY**

THIS SECURITY INTEREST GRANT INTELLECTUAL PROPERTY (this "Grant"), is made as of December 30, 2016 by Quebe Holdings, Inc., an Ohio corporation ("Borrower"), Chapel Electric Co., LLC, an Ohio limited liability company ("Chapel Electric"), Romanoff Electric Co., LLC, an Ohio limited liability company ("Romanoff Electric"), Chapel-Romanoff Technologies, LLC, an Ohio limited liability company ("Chapel Romanoff"), Kastle Electric Co., LLC, an Ohio limited liability company ("Kastle Electric"), and Kastle Technologies Co., LLC, an Ohio limited liability company ("Kastle Technologies"), Chapel Electric Co., a California corporation ("Chapel Electric-CA," the Borrower, Chapel Electric, Romanoff Electric, Chapel Romanoff, Kastle Electric, and Kastle Technologies, each referred to as a "Grantor" and collectively as the "Grantors"), in favor of Fifth Third Bank, whose address is 222 South Riverside Plaza, Suite 3000, Chicago IL 60606 (the "Lender" and the "Grantee"), on behalf of the Lender, as of the 30th day of December, 2016.

WHEREAS, the Grantors and Lender have entered into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; all capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement); and

WHEREAS, pursuant to the terms of the Loan Agreement, each Grantor created in favor of the Lender a security interest in, and the Lender has become a secured creditor with respect to, substantially all assets of said Grantor, which includes the Intellectual Property Collateral (as defined below); and

WHEREAS, the undersigned Grantorshave adopted, used and are using, and hold all right, title and interest, respectively, in various intangible assets, including the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Grantor hereby grants to the Lender for the benefit of the Secured Parties a security interest in all of said Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"):

(A) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(B) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(C) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyrights");

(D) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and, to the extent applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(E) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(F) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Intellectual Property Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Grant shall be construed in accordance with and governed by the laws of the State of Ohio applicable to contracts made and to be performed entirely within such State. Whenever possible, each provision of this Grant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Grant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Grant.


(Signature Page Follows)

IN WITNESS WHEREOF, each Grantor has caused this Security Interest Grant Intellectual Property to be duly executed by its respective officer.


Effective as of the date first above-written

GRANTORS:


QUEBE HOLDINGS, INC.,
an Ohio corporation

By: 
Roger Vanderhorst, Vice President of Finance


CHAPEL ELECTRIC CO., LLC,
an Ohio limited liability company

By: 
Roger Vanderhorst, Vice President of Finance


ROMANOFF ELECTRIC CO., LLC,
an Ohio limited liability company

By: 
Roger Vanderhorst, Vice President of Finance


CHAPEL-ROMANOFF TECHNOLOGIES, LLC,
an Ohio limited liability company

By: 
Roger Vanderhorst, Vice President of Finance

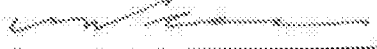
KASTLE ELECTRIC CO., LLC,
an Ohio limited liability company

By: 
Roger Vanderhorst, Vice President of Finance

KASTLE TECHNOLOGIES CO., LLC,
an Ohio limited liability company

By: 
Roger Vanderhorst, Vice President of Finance

CHAPEL ELECTRIC CO., a California corporation

By: 
Roger Vanderhorst, Vice President of Finance

[Signature Page to Security Interest Grant Intellectual Property]

SCHEDULE A
PATENTS

NONE

<u>Grantor</u>	<u>Title</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>

SCHEDULE B
TRADEMARKS/SERVICE MARKS

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Reg. No</u>	<u>Reg. Date</u>
Chapel Electric Co., LLC	ELITESERVICEPLAN	Ohio	1712132	7/6/2007
Chapel Electric Co., LLC	ELITESERVICEPLAN	U.S.	3824611	7/27/2010

SCHEDULE C
COPYRIGHTS

NONE