

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419582

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pike Enterprises, LLC		03/10/2017	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Administrative Agent		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3126286	PIKE	
Registration Number:	2316744	PIKELINE	
Registration Number:	2259952	PIKE ELECTRIC	
Registration Number:	1676118		
Registration Number:	1676117	PIKE	
Registration Number:	3885240	PIKE ENERGY SOLUTIONS	
Registration Number:	3885239	PIKE ENERGY SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	800-494-5225		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F168993 Pike 2L		

OP \$190.00 3126286

NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	03/14/2017
Total Attachments: 5 source=#89454279v1 - (Millennium - IP Security Agreement (Trademarks - Pike Enterprises, LLC - Second Lien))#page2.tif source=#89454279v1 - (Millennium - IP Security Agreement (Trademarks - Pike Enterprises, LLC - Second Lien))#page3.tif source=#89454279v1 - (Millennium - IP Security Agreement (Trademarks - Pike Enterprises, LLC - Second Lien))#page4.tif source=#89454279v1 - (Millennium - IP Security Agreement (Trademarks - Pike Enterprises, LLC - Second Lien))#page5.tif source=#89454279v1 - (Millennium - IP Security Agreement (Trademarks - Pike Enterprises, LLC - Second Lien))#page6.tif	

**SECOND LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“**Agreement**”), effective as of March 10, 2017 is made by Pike Enterprises, LLC, a North Carolina limited liability company (the “**Grantor**”), in favor of Morgan Stanley Senior Funding, Inc., as Administrative Agent (the “**Agent**”) for the Secured Parties, parties to the Second Lien Credit Agreement, dated as of March 10, 2017 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Pike Corporation (the “**Borrower**”), Pioneer Parent, Inc., Pike Group Inc., the Domestic Subsidiaries of the Borrower from time to time parties to the Credit Agreement, the Lenders, and Morgan Stanley Senior Funding, Inc., as Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain other Subsidiaries of the Borrower have executed and delivered the Second Lien Security Agreement, dated as of March 10, 2017, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged, assigned and granted to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in the Collateral, 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 Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, on behalf of and for the ratable benefit of 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 Credit Agreement and the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby pledges and grants a security interest in 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), to the Agent on behalf of and for the ratable benefit of the Secured Parties to secure

payment, performance and observance of the Secured Obligations. This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything to the contrary, the Trademark shall not include, and in no event shall the security interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

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 Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security 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 Credit Agreement and the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

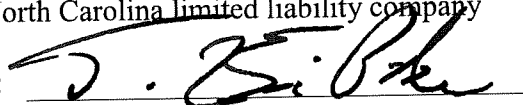
Section 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

Section 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PIKE ENTERPRISES, LLC,
a North Carolina limited liability company

By:




Name: J. Eric Pike

Title: Chairman & CEO

[Second Lien Grant of Security Interest in Trademark Rights]




TRADEMARK
REEL: 006011 FRAME: 0856

Morgan Stanley Senior Funding, Inc.
as Administrative Agent

By: 
Name: Chance Moreland
Title: Vice President

SCHEDULE A

Trademark Registrations

Mark Name	Trademark Registration Number
PIKE	3,126,286
PIKELINE	2,316,744
PIKE ELECTRIC	2,259,952
Pike Power Pole Logo 	1,676,118
PIKE (Stylized) 	1,676,117
PIKE ENERGY SOLUTIONS	3,885,240
PIKE ENERGY SOLUTIONS & Design 	3,885,239

Trademark Applications

None