

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434353

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SACHS ELECTRIC COMPANY		07/10/2017	Corporation: MISSOURI
S. C. SACHS COMPANY, INC.		07/10/2017	Corporation: MISSOURI
SACHS CIVIL, INC.		07/10/2017	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	US BANK NATIONAL ASSOCIATION		
Street Address:	505 North Seventh Street, 12th Floor		
Internal Address:	U.S. Bank Plaza		
City:	Saint Louis		
State/Country:	MISSOURI		
Postal Code:	63101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4006854	SACHS SELECT	
Registration Number:	4006853	CONNECTING SERVICE AND VALUE	
Registration Number:	2242461	SACHS SYSTEMS INC	
Registration Number:	1723361		
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-3939		
Email:	pcyngier@jonesday.com		
Correspondent Name:	Brittany A. Fritsch		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	JONES DAY		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	425966-605026		

CH \$115.00 4006854

NAME OF SUBMITTER:	Brittany A. Fritsch
SIGNATURE:	/Brittany A. Fritsch/
DATE SIGNED:	07/10/2017
Total Attachments: 5 source=Sachs Trademark Security Agreement#page1.tif source=Sachs Trademark Security Agreement#page2.tif source=Sachs Trademark Security Agreement#page3.tif source=Sachs Trademark Security Agreement#page4.tif source=Sachs Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") dated July 10, 2017, is made by each Person listed on the signature pages hereof (collectively, the "Grantors") in favor of U.S. Bank National Association ("U.S. Bank"), as Administrative Agent (as defined below) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, reference is made to the Credit Agreement, dated as of July 10, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among SACHS INTERMEDIATE HOLDINGS INC., a Delaware corporation ("Intermediate Holdings" or "Initial Borrower"), as the initial borrower, whose rights and obligations in the Credit Agreement and in the other Loan Documents (as defined in the Credit Agreement) will immediately following the consummation of the Closing Date Acquisition (as defined in the Credit Agreement) and Initial Assumption (as defined in the Credit Agreement) be assigned to and assumed by the Borrower, the Guarantors from time to time party thereto, U.S. Bank, as a lender (including Swing Line Lender), each other Lender party thereto from time to time and U.S. Bank, as Administrative Agent (in such capacity, together with its successors and assigns, the "Administrative Agent"). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement and the L/C Issuer has agreed to issue Letters of Credit for the respective accounts of the Borrower or a Subsidiary on the terms and conditions set forth in the Credit Agreement.

WHEREAS, as a condition precedent to the Lenders extension of such credit and the obligation of the L/C Issuer to issue Letters of Credit, each Grantor has executed and delivered that certain Security Agreement, dated July 10, 2017, made by and among the Grantors, the other grantors party thereto and the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants, pledges, and collaterally assigns to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in and lien on all of such Grantor's right, title and interest in, to or under all of the following assets and properties, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, or interest (collectively, the "Trademark Collateral"): (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the

United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or political subdivision thereof, and all extensions or renewals thereof including those listed on Schedule A attached hereto, (b) all rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, (c) all extensions and renewals thereof and amendments thereto, (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims, and payments for past, present or future infringements thereof, (e) all rights corresponding thereto throughout the world, (f) all rights to sue for past, present and future infringements or dilutions thereof, and (g) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing; provided that, Trademark Collateral shall not include and in no event shall any security interest be granted in or attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance by the United States Patent and Trademark Office of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such application or any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment and performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. Delivery by telecopier or by electronic .pdf copy of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.


SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in accordance with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

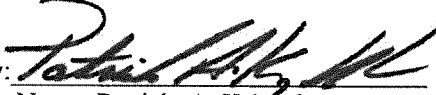
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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

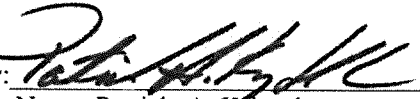
SACHS ELECTRIC COMPANY, Grantor

By: 
Name: Patrick A. Kriegshauser
Title: Chief Financial Officer

S. C. SACHS COMPANY, INC., Grantor

By: 
Name: Patrick A. Kriegshauser
Title: Chief Financial Officer

SACHS CIVIL, INC., Grantor


By: 
Name: Patrick A. Kriegshauser
Title: Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

NAI-1502808969

TRADEMARK
REEL: 006101 FRAME: 0711

U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent and Grantee



By: 

Name: Karen D. Myers

Title: Senior Vice President

SCHEDULE A

U.S. Trademark Registrations

MARK	REGISTRATION NO.	OWNER
SACHS SELECT	4,006,854	SACHS ELECTRIC COMPANY
CONNECTING SERVICE AND VALUE	4,006,853	SACHS ELECTRIC COMPANY
	2,242,461	SACHS ELECTRIC COMPANY
	1,723,361	SACHS ELECTRIC COMPANY

Domain Names

Domain	Registrant
Sachsservice.com	Sachs Electric Company
Sachsae.com	Sachs Electric Company
Sachsalternativeenergy.com	Sachs Electric Company
Sachsautomation.com	Sachs Electric Company
Sachsselect.com	Sachs Electric Company
Sachssystem.com	Sachs Electric Company
Sachssystem.com	Sachs Electric Company