

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM450433

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RESA Power Solutions - Transformer Services, LLC		11/09/2017	Corporation: DELAWARE
RESA Holdings, LLC		11/09/2017	Corporation: DELAWARE
RESA Power, LLC		11/09/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barings Finance LLC, as Agent		
<b>Street Address:</b>	30 South Wacker Drive		
<b>Internal Address:</b>	Suite 3920		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4021897	"THE TRANSFORMER DOCTORS"	
<b>Registration Number:</b>	2771205	DYMAX	
<b>Registration Number:</b>	4279058	RELECTRIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125585700		
<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>			
<b>Phone:</b>	(312) 558-6352		
<b>Email:</b>	mfoy@winston.com		
<b>Correspondent Name:</b>	Michelle Foy, Winston & Strawn LLP		
<b>Address Line 1:</b>	35 West Wacker Drive		
<b>Address Line 2:</b>	Suite 4200		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601-9703		
<b>ATTORNEY DOCKET NUMBER:</b>	014044.108		
<b>NAME OF SUBMITTER:</b>	Michelle Foy		
<b>SIGNATURE:</b>	/Michelle Foy/		

CH \$90.00 4021897

<b>DATE SIGNED:</b>	11/09/2017
---------------------	------------

**Total Attachments: 5**

source=Barings Finance\_Trademark Security Agreement (RESA Holdings, LLC)#page1.tif

source=Barings Finance\_Trademark Security Agreement (RESA Holdings, LLC)#page2.tif

source=Barings Finance\_Trademark Security Agreement (RESA Holdings, LLC)#page3.tif

source=Barings Finance\_Trademark Security Agreement (RESA Holdings, LLC)#page4.tif

source=Barings Finance\_Trademark Security Agreement (RESA Holdings, LLC)#page5.tif

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 9<sup>th</sup> day of November, 2017, by RESA Power Solutions – Transformer Services, LLC, a Delaware limited liability company RESA Holdings, LLC, a Delaware limited liability company, RESA Power, LLC, a Delaware limited liability company (each a "Grantor" and together, the "Grantors"), in favor of Barings Finance LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

**W I T N E S S E T H**

WHEREAS, each Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of November 9, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of November 9, 2017, among each Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), each Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of its assets including all right, title and interest of the applicable Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by the applicable Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Collateral Agreement, the terms and provisions of the Collateral Agreement shall govern.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, each Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in the applicable Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark registration and application listed on Schedule 1 annexed hereto (other than an "intent to use" application unless and until a verified "Statement of

Use” or “Amendment to Allege Use” with respect thereto is filed with the United States Patent and Trademark Office with respect to such application), together with any renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

**[Signature Page Follows]**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**RESA POWER SOLUTIONS -  
TRANSFORMER SERVICES, LLC**

By: T. Andrew Boswell  
Name: T. Andrew Boswell  
Title: Vice President, Secretary and Treasurer

**RESA HOLDINGS, LLC**


By: T. Andrew Boswell  
Name: T. Andrew Boswell  
Title: Vice President, Secretary and Treasurer

**RESA POWER, LLC**

By: T. Andrew Boswell  
Name: T. Andrew Boswell  
Title: Vice President, Secretary and Treasurer

Agreed and Accepted  
As of the Date First Written Above:

**BARINGS FINANCE LLC,**  
as Agent

By:   
Name Robert D. Erwin  
Title Managing Director

**SCHEDULE 1**

**Trademark Registrations**

<b>Trademark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Company/Owner</b>
"THE TRANSFORMER DOCTORS"	85/184790	11/24/2010	4021897	9/6/2011	RESA Power Solutions - Transformer Services, LLC
DYMAX	76/439561	8/12/2002	2771205	10/7/2003	RESA Holdings, LLC
RELECTRIC	85/637235	5/29/2012	4279058	1/22/2013	RESA Power LLC