

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464937

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Connecticut Electric, Inc.		03/08/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Midwest Mezzanine Fund V, L.P., as Administrative and Collateral Agent
Street Address:	55 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	0975845	ZINSCO
Registration Number:	2398929	EMERGEN SWITCH
Registration Number:	3152834	CONNECTICUT ELECTRIC & SWITCH MFG. CO.
Registration Number:	3152835	CONNECTICUT ELECTRIC
Registration Number:	3334422	CONNECTICUT ELECTRIC
Registration Number:	4087813	ZINSCO
Registration Number:	4193261	WADSWORTH
Registration Number:	4234038	CHALLENGER
Registration Number:	4312142	UNIQUE BREAKERS
Registration Number:	4327220	UBI

CORRESPONDENCE DATA

Fax Number: 3125585700

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.

Phone: (312) 558-6352

Email: mfoy@winston.com

Correspondent Name: Michelle Foy, Winston & Strawn LLP

Address Line 1: 35 West Wacker Drive

Address Line 2: Suite 4200

Address Line 4: Chicago, ILLINOIS 60601-9703

TRADEMARK

NAME OF SUBMITTER:	Michelle Foy
SIGNATURE:	/Michelle Foy/
DATE SIGNED:	03/08/2018
Total Attachments: 17 source=12. IP Security Agreement#page1.tif source=12. IP Security Agreement#page2.tif source=12. IP Security Agreement#page3.tif source=12. IP Security Agreement#page4.tif source=12. IP Security Agreement#page5.tif source=12. IP Security Agreement#page6.tif source=12. IP Security Agreement#page7.tif source=12. IP Security Agreement#page8.tif source=12. IP Security Agreement#page9.tif source=12. IP Security Agreement#page10.tif source=12. IP Security Agreement#page11.tif source=12. IP Security Agreement#page12.tif source=12. IP Security Agreement#page13.tif source=12. IP Security Agreement#page14.tif source=12. IP Security Agreement#page15.tif source=12. IP Security Agreement#page16.tif source=12. IP Security Agreement#page17.tif	

THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF March 8, 2018 BY MIDWEST MEZZANINE FUND V, L.P., IN FAVOR OF BYLINE BANK, AS SENIOR AGENT, AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE TERMS AND PROVISIONS OF THE MEZZANINE SUBORDINATION AGREEMENT, AS AMENDED IN ACCORDANCE WITH ITS TERMS.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) dated as of March 8, 2018, is made by **CONNECTICUT ELECTRIC, INC.**, a Delaware corporation (“*Borrower*”), in favor of **MIDWEST MEZZANINE FUND V, L.P.**, in its capacity as administrative and collateral agent for the below-defined Lenders (in such capacities, together with its successors and permitted assigns in such capacities, “*Agent*”).

WITNESSETH:

WHEREAS, Borrower, **CONNECTICUT ELECTRIC ACQUISITION COMPANY, INC.**, a Delaware corporation (the “*Parent*”), the other guarantors party thereto, the financial institutions party thereto as lenders (the “*Lenders*”), and Agent are parties to a certain Senior Subordinated Term Loan Agreement of even date herewith (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), which provides for Lenders to make a term loan to, and for the benefit of, Borrower.

WHEREAS, to secure Borrower’s Obligations under the Credit Agreement, Borrower is required to grant to Agent, for the benefit of the Lenders and the Agent, a security interest in its Collateral, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, goodwill and licenses, and all proceeds thereof, in each case, other than Excluded Property.

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement and the making of the Loans thereunder by Agent and Lenders that Borrower execute and deliver this Agreement to Agent.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower (intending to be legally bound) hereby agrees as follows:

1. Defined Terms from Credit Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement, or if not defined therein, in the Security Agreement.
2. Security Interest in Intellectual Property. In order to secure the complete satisfaction and payment and performance when due or declared due of all of the Obligations, Borrower hereby grants a security interest to Agent for the benefit of Lenders, in and to any and all of Borrower’s right, title and interest in and to all of the following now owned and existing and

hereafter arising, created or acquired owned property, in each case, other than any Excluded Property (collectively, the “*Intellectual Property*”):

(i) patents and patent applications with the United States Patent and Trademark Office, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world, in each case, other than Excluded Property (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a “*Patent*” and, collectively, as the “*Patents*”); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof with the United States Patent and Trademark Office listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world, in each case, other than Excluded Property (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a “*Trademark*” and, collectively, as the “*Trademarks*”); provided, however, that the Trademarks shall not include any names or marks which are the subject of an intent-to-use trademark or service mark application 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 or service mark application under applicable law and, after such period impairing the validity or enforceability thereof is no longer applicable or effective, such interest in such trademark or service mark application shall be subject to a security interest in favor of the Agent and shall be included in the Trademarks; and

(iii) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Intellectual Property, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof, in each case, other than Excluded Property (all of the foregoing license agreements and Borrower’s rights thereunder are referred to collectively as the “*Licenses*”); and

(iv) the goodwill of Borrower’s business connected with and symbolized by the Trademarks; and

(v) copyrights, copyright registrations and copyright applications, used in the United States and elsewhere, including, without limitation, the copyright registrations and copyright applications that are registered with or applied for with the United States Copyright Office listed

on Exhibit D attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world, in each case, other than Excluded Property (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the “*Copyrights*”); and

(vi) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by Borrower, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world, in each case, other than Excluded Property (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the “*Trade Secrets*”).

3. Representations and Warranties. Borrower hereby represents and warrants to Agent and the Lenders, which representations and warranties shall survive the execution and delivery of this Agreement, that as of the date hereof:

(i) To Borrower’s knowledge, none of the material Intellectual Property has been cancelled, in whole or in part, and each such Intellectual Property is presently subsisting, except as permitted by the Credit Agreement;

(ii) To Borrower’s knowledge, except as permitted by the Credit Agreement, (A) each of the Intellectual Property material to Borrower’s business is valid and enforceable, and (B) Borrower has adopted reasonable precautions to protect its Trade Secrets from unauthorized or accidental disclosure, except to the extent such disclosure would not have a Material Adverse Effect;

(iii) To Borrower’s knowledge, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the material Intellectual Property, free and clear of any liens, security interests, mortgages, charges and encumbrances, except for those permitted by Section 7.2 of the Credit Agreement;

(iv) Borrower has adopted, used and is currently using all of the Trademarks registered with the United States Patent and Trademark Office (not including any names or marks which are the subject of an intent-to-use trademark or service mark application), and to Borrower’s knowledge, Borrower’s use thereof does not infringe the intellectual property rights of any person or entity except as would not individually or in the aggregate be expected to result in a Material Adverse Effect;

(v) Borrower has no notice or knowledge of any suits or actions commenced or threatened in writing with reference to or in connection with any of the Intellectual Property owned by Borrower, in each case, (A) which there is a reasonable possibility of an adverse determination that could reasonably be expected to have, either individually or in the aggregate, a Material

Adverse Effect or (B) which has a material adverse effect on the validity or enforceability of this Agreement, any other Loan Document or Purchase Document, or the Transactions or Purchase Transactions;

(vi) Borrower has the necessary corporate, partnership or limited liability company, as applicable, power to execute and deliver this Agreement and perform its terms, this Agreement has been executed and delivered by a duly authorized officer of Borrower, and this Agreement is a legally valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally and by general principals of equity; and

(vii) To Borrower's knowledge, as of the date hereof, no trademark opposition or cancellation proceedings is currently pending with the United States Patent and Trademark Office against any of the material Trademarks, except as permitted by Section 7.5(m) of the Credit Agreement.

4. Restrictions on Future Agreements. Borrower agrees that until all Obligations (other than unasserted contingent indemnification obligations and unasserted expense reimbursement obligations) shall have been paid in full in cash and so long as the Credit Agreement remains in effect, Borrower shall not, without the prior written consent of the Agent, except, in each case, as permitted by Section 7.2, Section 7.5 and Section 7.15 of the Credit Agreement, sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under, the Intellectual Property, and Borrower further agrees that, except, in each case, as permitted by Section 7.2, Section 7.3, Section 7.4, Section 7.5 and Section 7.15 of the Credit Agreement, it shall not take any action, or fail to take any action, which would materially adversely affect the validity or enforcement of the rights provided or transferred to Agent under this Agreement, subject to, with respect to enforcement, bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally and by general principals of equity.

5. New Intellectual Property. Borrower hereby represents and warrants to Agent and the Lenders that, as of the date hereof, the Intellectual Property listed on Exhibits A, B, C and D, respectively, constitute all of the Intellectual Property registered with the U.S. Patent and Trademark Office and the U.S. Copyright Office now owned by Borrower. If, before all Obligations (other than unasserted contingent indemnification obligations and unasserted expense reimbursement obligations) shall have been paid in full in cash or before the Credit Agreement is no longer in effect, Borrower shall report all filings by Borrower of an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office or the United States Copyright Office or acquisitions by Borrower of an interest in any Patent, Trademark or Copyright, in each case, registered with the U.S. Patent and Trademark Office or the U.S. Copyright Office, in each case, that has not previously been reported to the Agent, in the Compliance Certificate at the times required by Section 5.1(c) of the Credit Agreement. Borrower (y) agrees that the Patents, Trademarks or Copyrights reported in the Compliance Certificate pursuant to the immediately preceding sentence shall automatically update and amend Exhibits A, B, C and D, as applicable, to include any such Patent, Trademark and Copyright, and (z) authorizes the Agent to file or refile this Agreement with the U.S. Patent and Trademark Office and the U.S. Copyright Office. Upon the Agent's reasonable written request,

Borrower agrees to execute and deliver any and all documents and instruments necessary or advisable to record or preserve the Agent's security interest in Borrower's Patents, Trademarks and Copyrights to be registered with the U.S. Patent and Trademark Office and the U.S. Copyright Office that are added to Exhibits A, B, C and D pursuant to this Section.

6. Royalties; Terms; Rights Upon Default. The term of this Agreement shall extend until the earlier of (i) the expiration (or, to the extent permitted by the Credit Agreement, abandonment) of all of the respective Intellectual Property collaterally assigned hereunder, and (ii) the payment in full of all Obligations in cash (other than unasserted contingent indemnification and expense reimbursement obligations). Borrower agrees that upon the occurrence and during the continuance of an Event of Default, the use by the Agent of all Intellectual Property shall be as extensive as the rights of Borrower to use such Intellectual Property, and without any liability for royalties or other related charges from the Agent to Borrower. Upon the occurrence and during the continuance of any Event of Default, and provided that the Agent has acquired such Intellectual Property through the exercise of the Agent's remedies in accordance with the UCC (to the extent applicable) and any other applicable law, Borrower hereby authorizes: (a) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all Patents to the Agent as assignee of Borrower's entire interest therein; (b) the Register of Copyrights, United States Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to the Agent as assignee of Borrower's entire interest therein; and (c) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) to issue any and all certificates of registration or renewal for all of the Trademarks to the Agent as assignee of Borrower's entire interest therein and in the goodwill of Borrower's business connected therewith and symbolized thereby.

7. Effect on Credit Agreement. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies. The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

8. Agent's Right to Inspect; Trademark Quality Control. The Agent shall have the right to inspect Borrower's premises and to examine Borrower's books, records and operations, in each case, in accordance and compliance with Section 5.7 of the Credit Agreement. Borrower shall comply with Section 5.8(a)(i) of the Credit Agreement. Upon the occurrence and during the continuance of an Event of Default, Borrower agrees that the Agent, or a conservator appointed by the Agent, shall have the right to establish product quality controls as the Agent, or said conservator, in its sole but reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks. The foregoing notwithstanding but subject to Section 9.13 of the Credit Agreement, if the Agent has acquired such Intellectual Property through the exercise of the Agent's remedies in accordance with the UCC (if applicable) or other applicable law, the Agent agrees to hold confidential and not disclose or use any non-public information regarding any Intellectual Property unless, and solely to the extent, such disclosure is required by applicable law or court order and is in accordance with Section 9.13 of

the Credit Agreement. This obligation shall survive the termination of this Agreement, the release of the security interest herein and such reassignment of the Intellectual Property, as applicable.

9. Release of Agreement. Upon the payment in full in cash of the Obligations (other than unasserted contingent indemnification and expense reimbursement obligations), this Agreement shall immediately and automatically terminate, the Intellectual Property and other Collateral shall be released from the Liens created by this Agreement and Borrower shall be immediately and automatically released from this Agreement, in each case, all without delivery of any instrument or performance of any act by any Person, and the Agent shall execute and deliver any document or instrument (in recordable form, as applicable) reasonably requested by Borrower, at Borrower's sole cost and expense, as shall be necessary (or reasonably requested by Borrower) to evidence or confirm termination of the security interest and Liens granted by Borrower to the Agent hereunder, the release of the Intellectual Property and other Collateral hereunder, the release of Borrower from this Agreement (other than with respect to Sections 10, 12 (solely with respect to indemnification reimbursement as set forth therein) and 17 hereof) and the termination of this Agreement. At such time, Borrower shall be entitled to file or record such instruments and documents as may be necessary or advisable to evidence or confirm the termination of the Agent's security interest provided hereby, including, without limitation, with the U.S. Patent and Trademark Office and the U.S. Copyright Office.

10. Expenses. All reasonable out-of-pocket and documented costs and expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower to the extent required by, and in accordance with, Section 9.3(a) of the Credit Agreement. All reasonable out-of-pocket and documented fees, costs and expenses, of whatever kind or nature, including reasonable and documented attorneys' fees and legal expenses of one outside counsel and, to the extent necessary, one local counsel in each relevant jurisdiction, incurred by the Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances (other than Permitted Liens) or otherwise in protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne by and paid by Borrower, in each case, to the extent required by, and in accordance with, Section 9.3(a) of the Credit Agreement. Notwithstanding anything herein to the contrary, in each case, any fee documentation shall include only summary fees, costs, and expense information, and shall not include any line items, itemized time entries or any other attorney privileged information.

11. Duties of Borrower. Borrower shall have the duty to the extent commercially reasonable and in Borrower's good faith business judgment, unless economically burdensome or without material value to Borrower: (i) to file and prosecute any patent, trademark or service mark applications pending as of the date hereof or hereafter until all Obligations (other than unasserted contingent indemnification and expense reimbursement obligations) shall have been paid in full in cash, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, (iii) except, in each case, as otherwise permitted by the Credit Agreement, to preserve and maintain all rights in the material Intellectual Property (including, but not limited to, with respect to federally registered Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and, to the extent commercially reasonable, initiating opposition or cancellation

proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the material validity or rights of Borrower in its Trademarks registered with the United States Patent and Trademark Office), and (iv) except as otherwise permitted by the Credit Agreement, to ensure that the material Intellectual Property is and remains enforceable. Any and all costs and expenses incurred in connection with Borrower's obligations under this Section 11 shall be borne by Borrower. Borrower shall comply with Section 7.5(m) of the Credit Agreement.

12. Agent's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, the Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property to be registered with the U.S. Patent and Trademark Office and the U.S. Copyright Office, and, if the Agent shall commence any such suit, Borrower shall, at the reasonable written request of the Agent, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by the Agent in aid of such enforcement and Borrower shall promptly, upon written demand, reimburse and indemnify the Agent (and each Lender and each Related Party of the Agent and Lenders, if and as applicable) for all reasonable out-of-pocket and documented costs and expenses (including, without limitation, reasonable and documented attorneys' fees of one outside counsel and, to the extent necessary, one local counsel in each relevant jurisdiction) incurred by the Agent to the extent required by, and in accordance with, Section 9.3(a) of the Credit Agreement in the exercise of its rights under this Section 12. Notwithstanding anything herein to the contrary, in each case, any fee documentation shall include only summary fees, costs, and expense information, and shall not include any line items, itemized time entries or any other attorney privileged information.

13. Waivers. No course of dealing between Borrower and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of the Agent's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes the Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its sole reasonable discretion, as Borrower's true and lawful attorney-in-fact, with power to, in accordance with applicable law, (i) endorse Borrower's name on all applications, documents, papers and instruments reasonably necessary or desirable for the

Agent in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as the Agent reasonably deems to be in the best interest of the Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any person or entity. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, other than any acts resulting from gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final and nonappealable judgment or a breach of Agent or any Lender of any of its obligations (or limitations on rights) under this Agreement. This power of attorney being coupled with an interest shall be irrevocable until all Obligations (other than unasserted contingent indemnification and expense reimbursement obligations) shall have been paid in full in cash.

17. Indemnification. Borrower hereby agrees to and shall defend, indemnify, save, and hold the Agent, each Lender and each Related Party of the Agent and Lenders harmless as set forth in Section 9.3(b) of the Credit Agreement.

18. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its respective successors and permitted assigns, and shall inure to the benefit of the Agent, its successors and permitted assigns; provided, however, (i) Borrower shall not assign this Agreement or any of Borrower's obligations hereunder without the prior written consent of the Agent and (ii) Agent shall not assign this Agreement or any of its rights or obligations hereunder except in accordance with Section 10.9 of the Credit Agreement, and any prohibited assignment shall be null and void.

19. Governing Law. This Agreement shall be construed in all respects in accordance with, and enforced and governed by the internal laws of the State of Illinois, without regard to conflicts of law principles that would require the application of any other laws.

20. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding as a signed original for all purposes.

21. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the Agent shall reasonably request in writing from time to time in order to carry out the purpose of this Agreement and agreements set forth herein. Borrower acknowledges that a copy of this Agreement may be filed by the Agent with the U.S. Patent and Trademark Office and, if applicable, the U.S. Copyright Office, at the sole reasonable cost and expense of Borrower.

22. Survival of Representations. All representations and warranties of Borrower contained in this Agreement shall survive the execution and delivery of this Agreement until the payment in full in cash of the Obligations (other than unasserted contingent indemnification and expense reimbursement obligations).

23. Foreign Patents, Copyrights and Trademarks. Upon the reasonable written request of the Agent at any time or from time to time, and at the reasonable sole cost and expense (including, without limitation, reasonable attorneys' fees of one outside counsel, and to the extent, necessary, one local counsel in each relevant jurisdiction) of Borrower, Borrower shall take all actions and execute and deliver any and all instruments, agreements, assignments, certificates and/or documents, reasonably required by the Agent to collaterally assign any and all of Borrower's material foreign patent, copyright and trademark registrations and applications now owned or hereafter acquired to and in favor of the Agent. Upon the execution and delivery of any such collateral assignments or documents, the terms "Patents", "Copyrights", and "Trademarks" as used herein shall automatically be deemed amended to include such foreign patent, copyright and trademark registrations and applications, without any action required by any person or entity.

24. Venue: Jury Trial Waiver. (a) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY (I) SUBMITS, FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS IN COOK COUNTY, THE COURTS OF THE UNITED STATES OF AMERICA FOR THE NORTHERN DISTRICT OF ILLINOIS AND APPELLATE COURTS FROM ANY THEREOF; (II) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME; AND (III) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, RETURN RECEIPT REQUESTED, TO ANY PARTY AT ITS ADDRESS SET FORTH IN THE CREDIT AGREEMENT OR AT SUCH OTHER ADDRESS OF WHICH THE OTHER PARTY SHALL HAVE BEEN NOTIFIED PURSUANT THERETO. EACH PARTY HERETO AGREES THAT SUCH SERVICE, TO THE FULLEST EXTENT PERMITTED BY LAW (A) SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON ANY PARTY IN ANY SUIT, ACTION OR PROCEEDING, AND (B) SHALL BE TAKEN AND HELD TO BE VALID PERSONAL SERVICE UPON AND PERSONAL DELIVERY TO SUCH PARTY. NOTHING HEREIN SHALL AFFECT AGENT'S OR ANY LENDER'S RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW, OR LIMIT AGENT'S OR ANY LENDER'S RIGHT TO BRING PROCEEDINGS AGAINST BORROWER OR ITS RESPECTIVE PROPERTY IN ANY COURT OR ANY OTHER JURISDICTION.

EACH PARTY HERETO IRREVOCABLY AND KNOWINGLY WAIVES (TO THE FULLEST EXTENT PERMITTED BY LAW) ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING (INCLUDING, WITHOUT LIMITATION, ANY COUNTERCLAIM) ARISING OUT OF THIS AGREEMENT OR TRANSACTIONS RELATED HERETO, INCLUDING, WITHOUT LIMITATION, ANY ACTION OR PROCEEDING (A) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN

CONNECTION WITH THIS AGREEMENT OR ANY INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith, OR (B) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT. EACH PARTY HERETO AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT A JURY.

[Signature Page Follow]

IN WITNESS WHEREOF, Borrower has duly executed this Agreement in favor of the Agent, as of the date first written above.

CONNECTICUT ELECTRIC, INC., a Delaware corporation

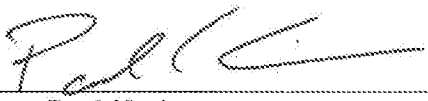
By: _____
Name: Marcus George
Title: Vice President

[Signature Page to Sub Debt Intellectual Property Security Agreement]

Agreed and Accepted

MIDWEST MEZZANINE FUND V, L.P.,
as Agent

By: Midwest Mezzanine Fund V, LLC,
Its: General Partner

By: 

Name: Paul Kreie
Title: Managing Director

[Signature Page to Sub Debt Intellectual Property Security Agreement]

EXHIBIT A

PATENTS

<u>Owner</u>	<u>Patent</u>	<u>Publication/ Patent No.</u>	<u>Issue Date</u>	<u>Country of Issue</u>
Connecticut Electric, Inc.	Transfer Switch with Easily Removable Weatherproof Door and Hood	8107226	1/31/2012	USA
Connecticut Electric, Inc.	Recreational Vehicle User Interface	8767379	07/01/2014	USA

EXHIBIT B
TRADEMARKS

A. Registered Trademarks

Owner	Registered Trademark	Registration Number	Date of Registration	Country of Registration
Connecticut Electric, Inc.	Zinsco	975845	1/1/1974	United States
Connecticut Electric, Inc.	Emergen Switch	2398929	10/31/2000	United States
Connecticut Electric, Inc.	Connecticut Electric & Switch Mfg Co.	3152834	10/10/2006	United States
Connecticut Electric, Inc.	Connecticut Electric	3152835	10/10/2006	United States
Connecticut Electric, Inc.	Connecticut Electric	3334422	11/13/2007	United States
Connecticut Electric, Inc.	Zinsco	4087813	1/17/2012	United States
Connecticut Electric, Inc.	Wadsworth	4193261	8/21/2012	United States
Connecticut Electric, Inc.	Challenger	4234038	10/30/2012	United States
Connecticut Electric, Inc.	Unique Breakers	4312142	4/2/2013	United States
Connecticut Electric, Inc.	UBI	4327220	4/30/2013	United States

B. Trademark Applications

Connecticut Electric We Power Homes and Design	87562226	8/9/2017	N/A	N/A	United States	Connecticut Electric, Inc.
CE We Power Homes and Design	87562195	8/9/2017	N/A	N/A	United States	Connecticut Electric, Inc.
CE	87561984	8/9/2017	N/A	N/A	United States	Connecticut Electric, Inc.
We Power Homes	87562092	8/9/2017	N/A	N/A	United States	Connecticut Electric, Inc.

EXHIBIT C

LICENSE AGREEMENTS

Licensee	Licensor	Description of License	Term of License	Royalties Payable
Nanjing Full House Electric Switches Co., Ltd.	Connecticut Electric, Inc.	Manufacturing	Until Manufacturing and License Agreement, dated January 1, 2016, is terminated.	None.

EXHIBIT D
COPYRIGHTS

A. Registered Copyrights:

None.

B. Copyright Applications.

None.