

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470793

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Financial Engineering Associates, Inc.		04/20/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2239086	@ENERGY	
Registration Number:	4529992	@ENERGY/POWERWORKS	
Registration Number:	2109907	@EQUITY	
Registration Number:	1752287	@GLOBAL	
Registration Number:	1860319	@INTEREST	
Registration Number:	3799345	FEA	
Registration Number:	1738136	FEA	
Registration Number:	4491592	POWERWORKS	
Registration Number:	3833626	PRONG+	
Registration Number:	3263167	STRUCTURETOOL	
Registration Number:	2184552	VARDELTA	
Registration Number:	2019804	VARWORKS	
CORRESPONDENCE DATA			
Fax Number:	2139963303		
<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:	213-683-6303		
Email:	amyarnelle@paulhastings.com		
Correspondent Name:	Amy Arnelle		

CH \$315.00 2239086

Address Line 1: 515 South Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 73896.00201

NAME OF SUBMITTER: Amy Arnelle

SIGNATURE: /Amy Arnelle/

DATE SIGNED: 04/20/2018

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 20 day of April, 2018, by and between the Grantor listed on the signature pages hereof ("Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 22, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **ALLEGRO HOLDINGS (CAYMAN), LTD.**, an exempted company incorporated with limited liability in the Cayman Islands ("Parent"), **ALLEGRO DEVELOPMENT CORPORATION**, a Delaware corporation ("Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain U.S. Guaranty and Security Agreement, dated as of July 22, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

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

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following (except for the Excluded Assets) (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including the right to receive any damages or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks (except for the Excluded Assets), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or renewal or extension of any Trademarks registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks rights of Grantor (except for those constituting Excluded Assets). Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW, VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE

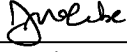
PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

FINANCIAL ENGINEERING ASSOCIATES, INC.,
a California corporation

By: 
Name: Jonathan McCabe
Title: Chief Financial Officer and Secretary

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking
association

By:  _____

Name: Reza Sabahi

Its Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.
Financial Engineering Associates, Inc.	China	@ENERGY (STYLIZED)	4393512
Financial Engineering Associates, Inc.	EUTM	@ENERGY (STYLIZED)	8384646
Financial Engineering Associates, Inc.	U.S.	@ENERGY (STYLIZED)	2239086
Financial Engineering Associates, Inc.	U.S.	@ENERGY/POWER WORKS	4529992
Financial Engineering Associates, Inc.	China	@EQUITY (STYLIZED)	4393511
Financial Engineering Associates, Inc.	EUTM	@EQUITY (STYLIZED)	8384661
Financial Engineering Associates, Inc.	U.S.	@EQUITY (STYLIZED)	2109907
Financial Engineering Associates, Inc.	China	@GLOBAL (STYLIZED)	4393510
Financial Engineering Associates, Inc.	EUTM	@GLOBAL (STYLIZED)	8384687
Financial Engineering Associates, Inc.	U.S.	@GLOBAL (STYLIZED)	1752287

Financial Engineering Associates, Inc.	China	@INTEREST (STYLIZED)	4393509
Financial Engineering Associates, Inc.	EUTM	@INTEREST (STYLIZED)	8384703
Financial Engineering Associates, Inc.	U.S.	@INTEREST (STYLIZED)	1860319
Financial Engineering Associates, Inc.	Australia	FEA	1294628
Financial Engineering Associates, Inc.	Canada	FEA	800581
Financial Engineering Associates, Inc.	China	FEA	4393517 7722188
Financial Engineering Associates, Inc.	EUTM	FEA	2794824 8384844
Financial Engineering Associates, Inc.	Hong Kong	FEA	301371122
Financial Engineering Associates, Inc.	Japan	FEA	5308458
Financial Engineering Associates, Inc.	Norway	FEA	253283
Financial Engineering Associates, Inc.	Switzerland	FEA	600318
Financial Engineering Associates, Inc.	U.S.	FEA	3799345
Financial Engineering	U.S.	FEA and Design	1738136

Associates, Inc.			
Financial Engineering Associates, Inc.	U.S.	POWERWORKS	4491592
Financial Engineering Associates, Inc.	EUTM	ProNG+	8359358
Financial Engineering Associates, Inc.	U.S.	ProNG+	3833626
Financial Engineering Associates, Inc.	China	PROSTORAGE	4393508
Financial Engineering Associates, Inc.	EUTM	STRUCTURETOOL	8384851 4923488
Financial Engineering Associates, Inc.	Hong Kong	STRUCTURETOOL	300587700
Financial Engineering Associates, Inc.	Japan	STRUCTURETOOL	5005981
Financial Engineering Associates, Inc.	Singapore	STRUCTURETOOL	T0604181A T0604176E
Financial Engineering Associates, Inc.	U.S.	STRUCTURETOOL	3263167
Financial Engineering Associates, Inc.	China	VARDELTA	4393514
Financial Engineering Associates, Inc.	EUTM	VARDELTA	8384877
Financial Engineering Associates, Inc.	U.S.	VARDELTA	2184552

Financial Engineering Associates, Inc.	China	VARWORKS	4393513
Financial Engineering Associates, Inc.	EUTM	VARWORKS	8384893
Financial Engineering Associates, Inc.	U.S.	VARWORKS	2019804
Financial Engineering Associates, Inc.	Brazil	FEA	Application Numbers: 830350241 830350284 830350292