

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469737

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Instrument Transformer Equipment Corporation		04/12/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fidus Investment Corporation		
Street Address:	1603 Orrington Ave., Suite 1005		
City:	Evanston		
State/Country:	ILLINOIS		
Postal Code:	60201		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78335619	ITEC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7043778156		
Email:	jcarusone@robinsonbradshaw.com		
Correspondent Name:	Jennifer Carusone		
Address Line 1:	101 N. Tryon Street, Suite 1900		
Address Line 2:	Robinson, Bradshaw & Hinson, P.A.		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	Jennifer Carusone		
SIGNATURE:	/Jennifer Carusone/		
DATE SIGNED:	04/13/2018		
Total Attachments: 15			
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THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF APRIL 12, 2018 IN FAVOR OF TCF NATIONAL BANK, WHICH AGREEMENT (AS AMENDED IN ACCORDANCE WITH ITS TERMS) IS INCORPORATED HEREIN BY REFERENCE.

PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of April 12, 2018 by PGC Intermediate Holdings, Inc., a Delaware corporation ("Intermediate Holdings"), Power Grid Components, Inc., a Delaware corporation ("Parent"), Newell - PSN, LLC, a Delaware limited liability company (the "Company"), PSN Components, LLC, a Delaware limited liability company ("PSN") and Instrument Transformer Equipment Corporation, a Delaware corporation ("ITEC"; the Company, PSN and ITEC are herein referred to, collectively, as "Borrowers" and, individually, as a "Borrower"; Intermediate Holdings, Parent and Borrowers are referred to herein, collectively, as "Obligors" and, individually, as an "Obligor"), in favor of Fidus Investment Corporation, a Maryland corporation, as Agent ("Agent").

WITNESSETH:

WHEREAS, Obligors, Agent and the lenders from time to time party thereto ("Lenders") have entered into that certain Senior Subordinated Credit Agreement dated as of April 12, 2018 (as amended, modified or supplemented from time to time, the "Credit Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Credit Agreement and any extensions of credit to or for the benefit of Borrowers thereunder that, among other things, each Obligor execute and deliver to Agent this Agreement;

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, each Obligor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein. In the event of any conflict or inconsistency between the terms of the Credit Agreement and this Agreement, the terms of this Agreement shall control.

2. Grant of Security Interest, Etc. To secure the complete and timely satisfaction of all of each Obligor's Liabilities each Obligor hereby grants to the Agent a security interest in and to all of such Obligor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) issued patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and 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 (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “Patents”);

(ii) all material works of authorship, copyright registrations and copyright applications including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, 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 (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “Copyrights”);

(iii) all such Obligor’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the “Patent and Copyright Licenses”);

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks applications and registrations listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, 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 (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the “Marks”);

(v) all such Obligor’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether such Obligor is a licensor

or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Trademark Licenses"; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"); and

(vi) the goodwill of such Obligor's business connected with and symbolized by the Marks;

provided that in no event shall the Collateral include, or the security interest granted under this Section 2 attach to, the Excluded Property

3. Restrictions on Future Agreements. Each Obligor agrees and covenants that until the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated, such Obligor will not, without the prior written consent of the Agent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent in a material respect with such Obligor's obligations under this Agreement, and each Obligor further agrees and covenants that without Agent's prior written consent it will not take any action, or authorize any action to be taken by others subject to its control, including its licensees, or fail to take any action which would reasonably be expected to have a material adverse effect on the validity or enforcement or nature of the rights transferred to Agent or the Lenders under this Agreement. Except as expressly permitted by the Credit Agreement, each Obligor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, except for non-exclusive license agreements granted by Obligors in the Ordinary Course of Business, without receiving the prior written consent of Lender thereto.

4. Certain Covenants, Representations and Warranties of each Obligor. Each Obligor covenants, represents and warrants (to the best of such Obligor's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to such Obligor under the Licenses) that, except as disclosed on Schedule 4.16 to the Credit Agreement: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been finally adjudged invalid or unenforceable in whole or in part, and are not currently being formally challenged in any way in a proceeding before a governmental authority; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise, except to the extent the same is no longer material to such Obligor's business as determined by such Obligor in its reasonable business judgment; (iii) to the knowledge of such Obligor, each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and such Obligor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to such Obligor's knowledge, no unresolved claim has been made in writing that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v)

such Obligor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to such Obligor pursuant to the Licenses) free and clear of any Liens, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens arising by, through or under such Obligor, in each case except for (A) rights granted by such Obligor pursuant to the applicable licenses listed on Schedules C and E, and (B) Permitted Liens; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such applications and registrations in which such Obligor has any right, title or interest as of the Effective Date; (vii) such Obligor has all necessary rights to enter into this Agreement and perform its terms; (viii) such Obligor will use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to such Obligor's business); and (ix) such Obligor will use reasonable standards of quality in its manufacture of products sold under the Marks consistent in all material respects with those currently employed by it.

5. New Patents, Marks, Copyrights and Licenses. If, before the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated, any Obligor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and such Obligor shall give to Agent prompt written notice thereof. Each Obligor hereby authorizes Agent to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable with respect to any application or registration for which Obligor gives Agent notice hereunder; provided, however, that the failure of Agent to make any such notation shall not limit or affect the obligations of any Obligor or rights of Lender hereunder.

6. Royalties; Terms. Each Obligor hereby agrees that the security interest of Agent in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to an Obligor such smaller geographic location if any is specified for such Obligor's use in the applicable License) and, without any liability for royalties or other related charges from Agent to such Obligor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Liabilities and termination of the Credit Agreement.

7. Inspection. In accordance with the terms of the Credit Agreement, Agent shall have the right to inspect any Obligor's premises and to examine any Obligor's books, records and operations, including, without limitation, any Obligor's quality control processes. From and after the occurrence and during the continuance of a Default and prior written notice by Agent to each Obligor of Agent's intention to enforce its rights and claims against any of the Patents,

Marks, Copyrights and Licenses, each Obligor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent or said conservator, in its commercially reasonable judgment, may deem reasonably necessary to assure maintenance of the quality of products sold by such Obligor under the Marks consistent in all material respects with the quality of products now manufactured by such Obligor.

8. Termination of Each Obligor's Interest. This Agreement is made for collateral purposes only. Upon satisfaction in full of the Liabilities and termination of the Credit Agreement, subject to any disposition thereof which may have been made by Agent or any Lender pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Agent shall, at the request of any Obligor and at each Obligor's reasonable expense, execute and deliver to such Obligor, all termination statements and other instruments as may be necessary or proper to evidence the termination of Agent's security interest granted to Agent pursuant to this Agreement, subject to any disposition thereof which may have been made by Agent or any Lender pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Agent.

9. Duties of the Obligors. Except to the extent the same is no longer material to such Obligor's business as determined by such Obligor in its reasonable business judgment, each Obligor shall have the duty (i) to prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, (ii) to file an application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against material third-party infringement all rights in patent applications and issued patents constituting the Patents, in trademark or service mark applications, and trademark or service mark registrations constituting the Marks, and in copyright applications, and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Obligors.

10. Lender's Right to Sue. From and after the occurrence and during the continuance of a Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Agent shall commence any such suit, each Obligor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement.

11. Waivers. No course of dealing between any Obligor and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder 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.

12. 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.

13. 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.

14. Further Assurances. Each Obligor shall execute and deliver to Agent, at any time or times hereafter at the request of Agent, all papers (including, without limitation, any as may be deemed desirable by Lender for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Lender), as Agent may reasonably request, to evidence Agent's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Lender's rights under this Agreement.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent and Lenders' rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Obligor hereby constitutes and appoints Agent as such Obligor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to, as Agent reasonably deems necessary to protect, preserve or realize upon the Patents, Marks, Copyrights and Licenses and Lender's security interest therein in order to effect the intent and purposes of this Agreement, (i) endorse such Obligor's name on all applications, documents, papers and instruments determined by Agent as necessary or desirable for Lender to maintain, enforce and protect the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Agent deems in good faith to be in the best interest of Agent in such manner as is permitted by law, (iii) [intentionally omitted], or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Each Obligor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated. Each Obligor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Credit Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent and each Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced.

16. Intercreditor Agreement. Notwithstanding anything to the contrary contained herein, the rights and obligations of Agent and Lenders evidenced hereby are subject to the

Intercreditor Agreement (as defined in the Credit Agreement), as may hereafter be amended, supplemented or otherwise modified from time to time in accordance with its terms; provided that any breach by any Obligor of its obligations hereunder shall nonetheless constitute a default (and to the extent provided herein or in the Intercreditor Agreement, an event of default) hereunder or thereunder, as applicable, notwithstanding the foregoing, except to the extent the Obligors comply with their obligations under the Intercreditor Agreement regarding delivery of Collateral.

17. Binding Effect; Benefits. This Agreement shall be binding upon each Obligor and its respective successors and assigns and shall inure to the benefit of Agent, each Lender and their respective successors, assigns and nominees.


18. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF NEW YORK.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.


[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

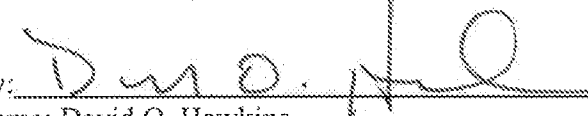
PGC INTERMEDIATE HOLDINGS, INC.

By: 
Name: David O. Hawkins
Title: Vice President

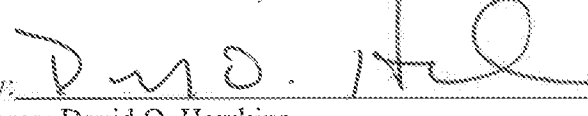
POWER GRID COMPONENTS, INC.

By: 
Name: David O. Hawkins
Title: Vice President

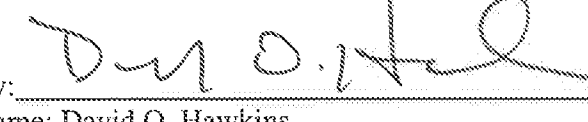
NEWELL - PSN, LLC

By: 
Name: David O. Hawkins
Title: Vice President

PSN COMPONENTS, LLC

By: 
Name: David O. Hawkins
Title: Vice President

INSTRUMENT TRANSFORMER EQUIPMENT CORPORATION

By: 
Name: David O. Hawkins
Title: Vice President

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

FIDUS INVESTMENT CORPORATION

By: 

Name: W. Andrew Worth

Title: Authorized Signer

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE B
COPYRIGHTS




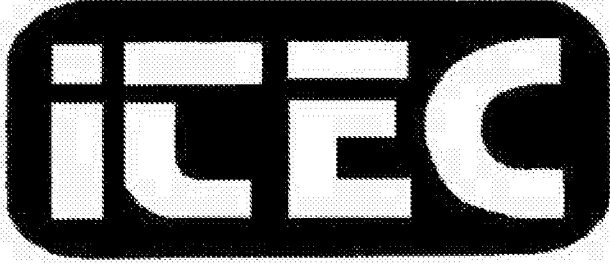
None.

SCHEDULE C
PATENT AND COPYRIGHT LICENSES

None.

SCHEDULE D

TRADEMARKS, SERVICE MARKS

<u>Obligor / Subsidiary</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
Intermediate Holdings	N/A	N/A	N/A	N/A
Parent	N/A	N/A	N/A	N/A
Company		1609076	08/07/1990	United States
		1609075	08/07/1990	United States
PSN		3127634	08/08/2006	United States
ITEC		78335619	12/07/2004	United States

SCHEDULE E
TRADEMARK LICENSES

None.