

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM479761

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Moorhead Electric, LLC (f/k/a Moorhead Electric, Inc.),		06/14/2018	Limited Liability Company: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	505 North Seventh Street, 12th Floor		
<b>Internal Address:</b>	U.S. Bank Plaza		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63101		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4087189	CONNECTING ENERGY FOR INDUSTRY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	216-586-3939		
<b>Email:</b>	pcyngier@jonesday.com		
<b>Correspondent Name:</b>	BRITTANY A. FRITSCH		
<b>Address Line 1:</b>	901 LAKESIDE AVENUE		
<b>Address Line 2:</b>	JONES DAY		
<b>Address Line 4:</b>	CLEVELAND, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	425966-605026		
<b>NAME OF SUBMITTER:</b>	BRITTANY A. FRITSCH		
<b>SIGNATURE:</b>	/BRITTANY A. FRITSCH/		
<b>DATE SIGNED:</b>	06/28/2018		
<b>Total Attachments: 5</b>			
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**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 June 14, 2018, is made by Moorhead Electric, LLC (f/k/a Moorhead Electric, Inc.), a Minnesota limited liability company (the "Grantor") 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 (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, it is a condition of the Credit Agreement that the Grantor execute and deliver that certain Security Agreement Supplement, dated as of the date hereof, among the grantors party thereto and the Administrative Agent, pursuant to which the Grantor shall become a party to that certain Security Agreement, dated as of July 10, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the other grantors party thereto and the Administrative Agent.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has 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, the 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, the 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 the 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 the Grantor or in which the 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 the 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 the 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. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

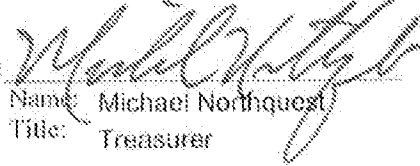
SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. Delivery by telecopier or by electronic .pdf copy of an executed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

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

MOORHEAD ELECTRIC, LLC P/K/A  
MOORHEAD ELECTRIC, INC., Grantor


By:   
Name: Michael Northquest  
Title: Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

MOA-1503152281

**TRADEMARK**  
**REEL: 006366 FRAME: 0007**

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

By: 

Name: Karen D. Myers

Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE A

UNITED STATES TRADEMARKS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
CONNECTING ENERGY FOR INDUSTRY	4087189	1/17/12

NAI-1503752781v3

**RECORDED: 06/28/2018**

**TRADEMARK  
REEL: 006366 FRAME: 0009**