

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489885

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIXIE ELECTRIC, LLC		08/31/2018	Limited Liability Company: TEXAS
EPIC INTEGRATED SERVICES, LLC		08/31/2018	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3328448	DIXIE ELECTRIC "SINCE 1951"	
Registration Number:	4026431	EPIC	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	704-444-1024		
Email:	elaine.hunt@alston.com		
Correspondent Name:	Christopher J. Gegg		
Address Line 1:	Alston & Bird LLP		
Address Line 2:	101 South Tryon Street, Suite 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		
NAME OF SUBMITTER:	Elaine B. Hunt		
SIGNATURE:	/Elaine B. Hunt/		
DATE SIGNED:	09/13/2018		

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Total Attachments: 16

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**RESIGNATION AND APPOINTMENT AGREEMENT
AND AMENDMENT NO. 2 TO CREDIT AGREEMENT**

This RESIGNATION AND APPOINTMENT AGREEMENT AND AMENDMENT NO. 2 TO CREDIT AGREEMENT (this "Agreement") dated as of August 31, 2018 (the "Amendment Effective Date") is entered into among UBS AG, STAMFORD BRANCH ("UBS"), as Administrative Agent (as defined in the Credit Agreement referred to below) (in such capacity, the "Resigning Administrative Agent"), UBS, as Collateral Agent (as defined in the Credit Agreement referred to below) (in such capacity, the "Resigning Collateral Agent"), UBS, as Swing Line Lender (as defined in the Credit Agreement referred to below) (in such capacity, "Resigning Swing Line Lender") and UBS, as L/C Issuer (as defined in the Credit Agreement referred to below) (in such capacity, "Resigning L/C Issuer"; the Resigning L/C Issuer, together with the Resigning Administrative Agent, the Resigning Collateral Agent and the Resigning Swing Line Lender, collectively, the "Resigning Parties" and each a "Resigning Party"), WILMINGTON TRUST, NATIONAL ASSOCIATION ("Wilmington"), in its capacity as Successor Administrative Agent and Successor Collateral Agent (each as defined below), FR DIXIE HOLDINGS CORP., a Delaware corporation ("Parent"), FR DIXIE ACQUISITION CORP., a Delaware corporation (the "Borrower"), each other Loan Party (as defined in the Credit Agreement referred to below) party hereto and those Lenders (as defined below) under the Credit Agreement which are parties hereto, which collectively constitute the Required Lenders (as defined in the Credit Agreement).

Reference is made to that certain Credit Agreement, dated as of December 18, 2013 and amended and restated on January 29, 2014 (as amended by Amendment No. 1 to Credit Agreement, dated as of August 11, 2017, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among, *inter alios*, Parent, the Borrower, the Guarantors from time to time party thereto, the lenders from time to time party thereto (the "Lenders"), the Resigning Administrative Agent, the Resigning Collateral Agent, the Resigning Swing Line Lender and the Resigning L/C Issuer. Unless otherwise indicated, all capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided such terms in the Credit Agreement.

RECITALS

WHEREAS, pursuant to Sections 9.09 and 10.07(k) of the Credit Agreement, UBS seeks to resign as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, in each case, under the Credit Agreement and each other Loan Document; and

WHEREAS, (i) the Lenders party hereto, which collectively constitute the Required Lenders, desire to appoint Wilmington to act as the successor Administrative Agent (in such capacity, the "Successor Administrative Agent") and to act as the successor Collateral Agent (in such capacity, the "Successor Collateral Agent"; the Successor Collateral Agent together with the Successor Administrative Agent, collectively, the "Successor Agents" and each a "Successor Agent") under the Credit Agreement and the other Loan Documents pursuant to Section 9.09 of the Credit Agreement; (ii) the Borrower consents to the appointment of Wilmington as the Successor Administrative Agent and Successor Collateral Agent pursuant to

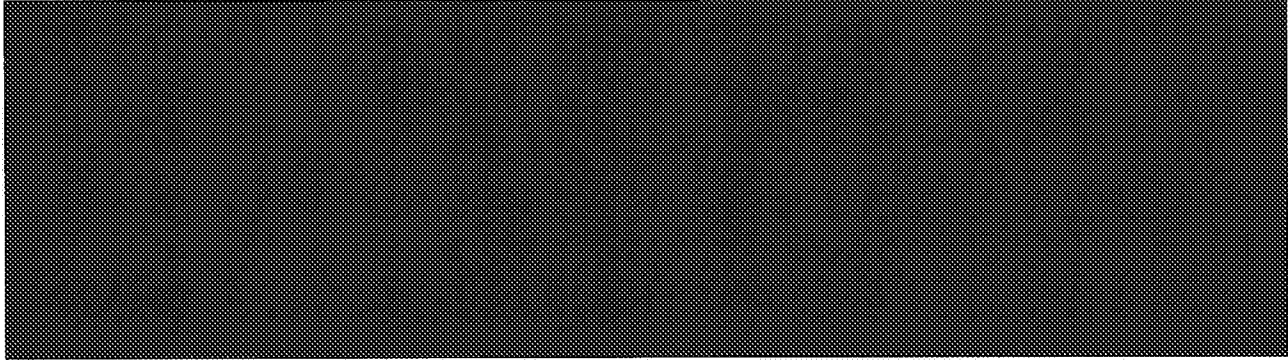
*Dixie
Resignation and Appointment Agreement*

Section 9.09 of the Credit Agreement; and (iii) Wilmington has agreed to accept such appointments and to serve as the Administrative Agent and as the Collateral Agent.

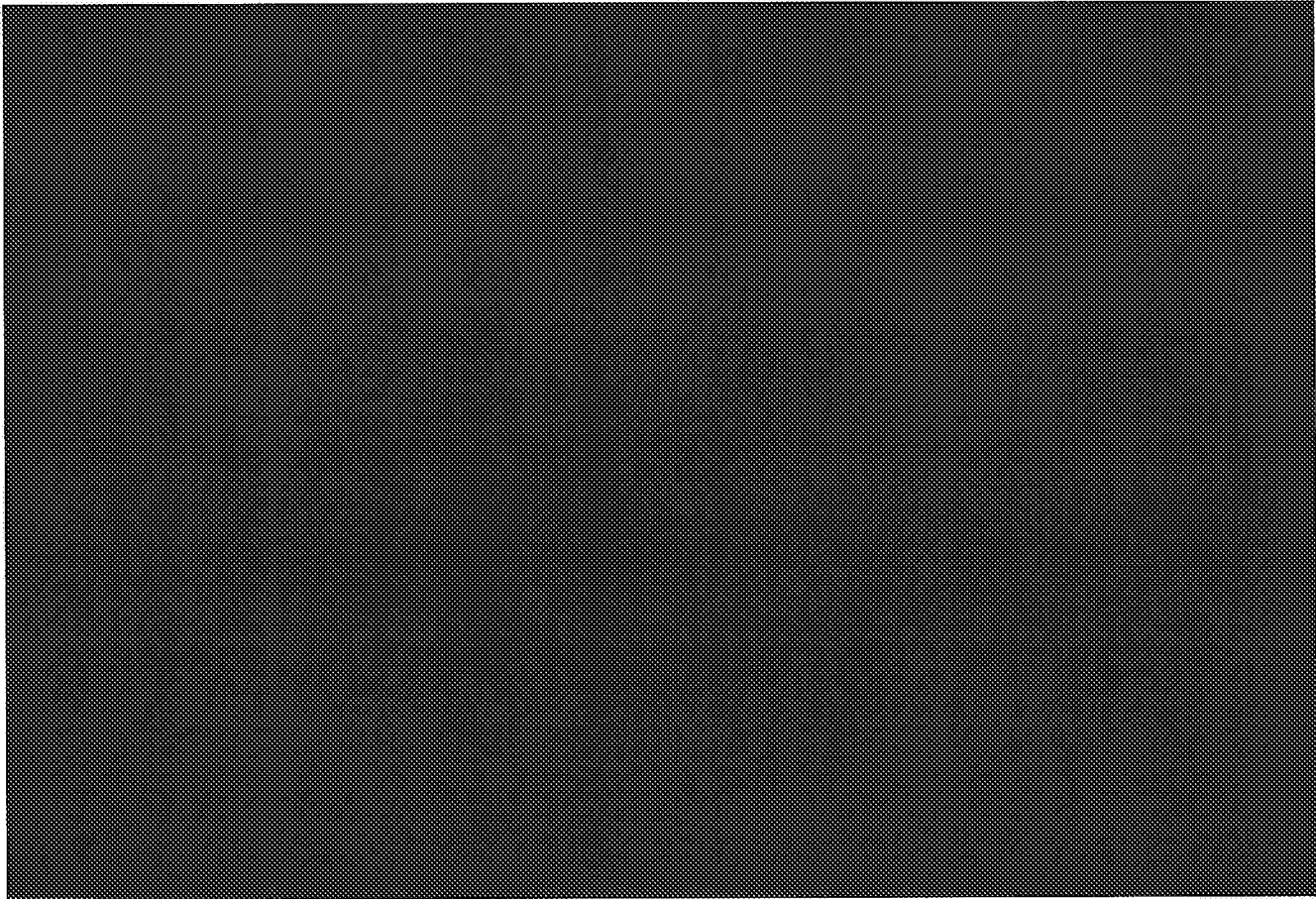
NOW, THEREFORE, the parties agree as follows:

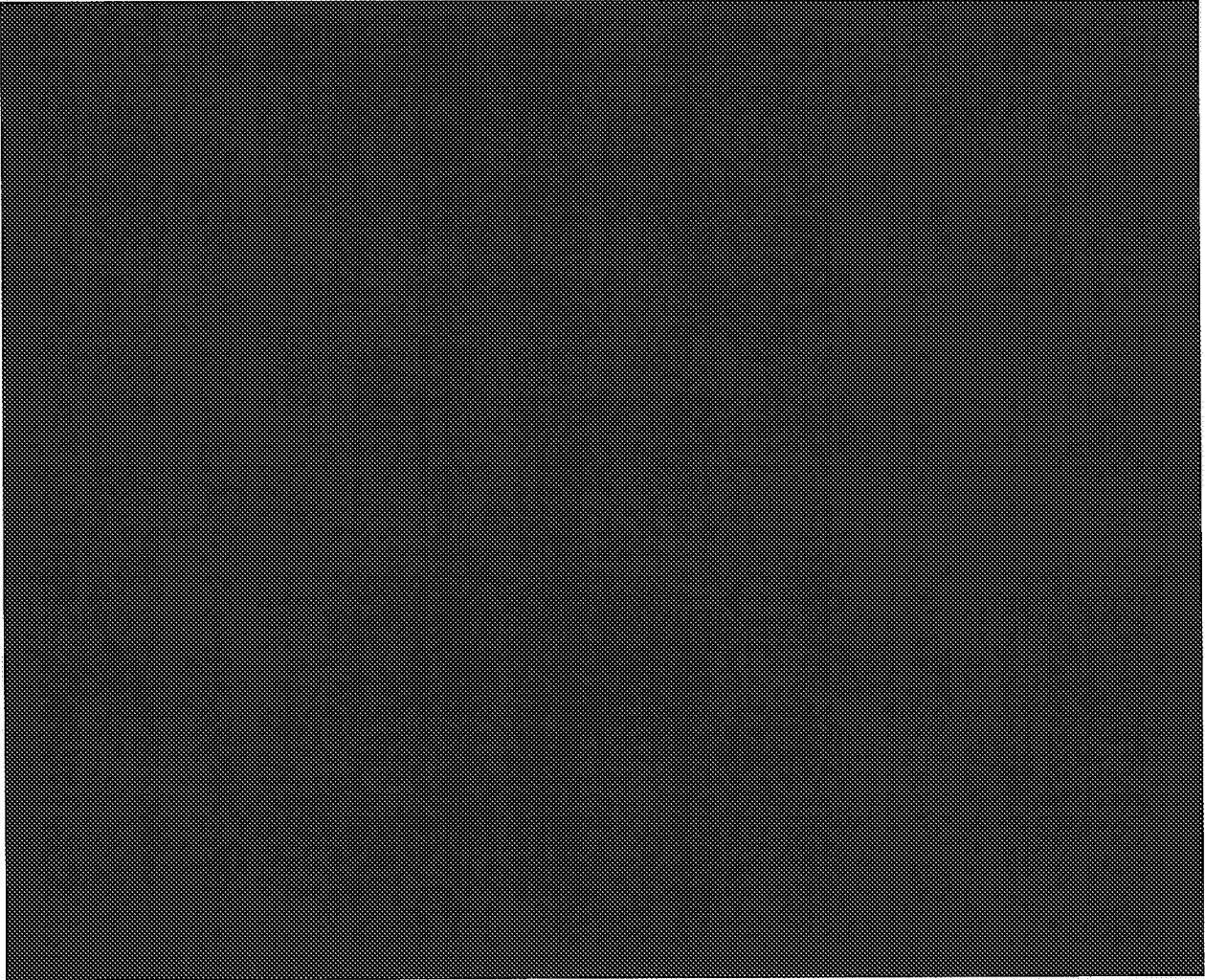
1. Resignation. Pursuant to Section 9.09 of the Credit Agreement, UBS hereby provides written notice to the Borrower and the Lenders of its resignation as Administrative Agent and as Collateral Agent, in each case, under the Credit Agreement and the other Loan Documents. Pursuant to Section 10.07(k) of the Credit Agreement, UBS hereby provides written notice to the Borrower and the Lenders of its resignation as Swing Line Lender and as L/C Issuer, in each case, under the Credit Agreement and the other Loan Documents. UBS's resignation as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, respectively, under the Credit Agreement and the other Loan Documents (collectively, the "Resignations" and each a "Resignation") shall be effective on the Amendment Effective Date. The parties hereto hereby acknowledge and agree that, on and after the Amendment Effective Date, UBS's rights, powers and duties (other than such rights and duties expressly provided herein, including, for the avoidance of doubt, such rights and duties set forth in Section 13(e) herein) as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, respectively, shall be terminated, without any further act or deed on the part of UBS or any of the parties to the Credit Agreement.

2. Appointment. Effective as of the Appointment Effective Date, (i) (A) the Required Lenders hereby appoint, in accordance with Section 9.09 of the Credit Agreement, Wilmington as the Administrative Agent under the Credit Agreement and the other Loan Documents, (B) Wilmington hereby accepts its appointment as Successor Administrative Agent under the Credit Agreement and the other Loan Documents and (C) Wilmington, as Successor Administrative Agent, shall succeed to, and be vested with, all of the rights, powers and duties of the Administrative Agent under the Credit Agreement and the other Loan Documents and (ii) (A) the Required Lenders hereby appoint, in accordance with Section 9.09 of the Credit Agreement, Wilmington as the Collateral Agent under the Credit Agreement and the other Loan Documents, (B) Wilmington hereby accepts its appointment as Successor Collateral Agent under the Credit Agreement and the other Loan Documents and (C) Wilmington, as Successor Collateral Agent, shall succeed to, and be vested with, all of the rights, powers and duties of the Collateral Agent under the Credit Agreement and the Loan Documents (clauses (i) and (ii) of this Section 2, collectively, the "Appointments" and each an "Appointment").



(b) Documents. Schedule I hereto sets forth each material Loan Document which is in the possession of the Resigning Administrative Agent or, to the knowledge of the Resigning Administrative Agent, to which any of the Resigning Parties is a party (such Loan Documents, the "Assigned Loan Documents"). Executed copies of each such Assigned Loan Document, together with all exhibits and schedules thereto which are in the possession of the Resigning Administrative Agent, have been delivered to the Successor Administrative Agent on or prior to the Amendment Effective Date. As of the Amendment Effective Date, there have been no amendments, supplements or consents with respect to such Assigned Loan Documents of which the Resigning Administrative Agent has knowledge, except as otherwise provided to the Successor Administrative Agent prior to the Amendment Effective Date.



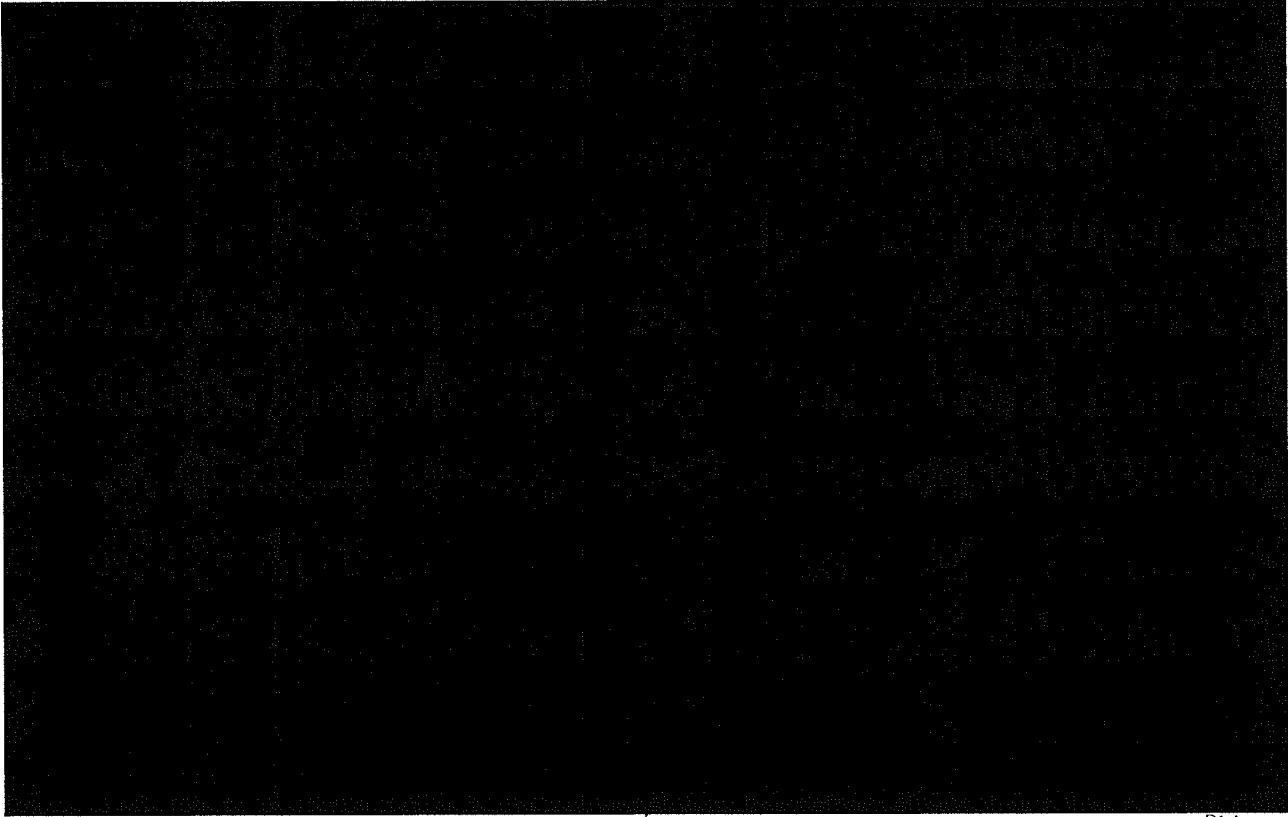


10. Collateral.

(a) Assignment and Assumption of Collateral. Subject to Section 13(e) hereof, and to the extent the same has not previously occurred by operation of law or otherwise, for agreed consideration, as of the Appointment Effective Date, the Resigning Collateral Agent hereby irremovably and unconditionally grants, assigns, transfers and conveys to the Successor Collateral Agent for the benefit of the Successor Collateral Agent and the Secured Parties, and the Successor Collateral Agent hereby accepts such grant, assignment, transfer and conveyance from the Resigning Collateral Agent, without recourse, warranty or representation, express or implied, statutory or otherwise, to the extent provided to the Resigning Collateral Agent under the Loan Documents, all powers of attorney, security interests, mortgages, Liens, Collateral and other rights, titles, indemnities, interests, privileges, claims, demands, equities and charges of the Resigning Collateral Agent as the mortgagee, secured party or beneficiary, whether now or hereafter existing under or pursuant to the Assigned Loan Documents, any other Loan Documents or any other liens of record in favor of the Resigning Collateral Agent in its capacity as Collateral Agent under the Loan Documents and all other rights, benefits, remedies and privileges of the Resigning Collateral Agent in its capacity as the holder, secured party, pledgee

or beneficiary of the security and the Collateral under or pursuant to the Assigned Loan Documents and the other Loan Documents (collectively, the "Assigned Security Interests") to have and to hold the Assigned Security Interests and the Collateral unto the Successor Collateral Agent, for its and the other Secured Parties' benefit and for the benefit of their successors and assigns, forever; provided, that, if the Appointment Effective Date shall not have occurred, notwithstanding anything to the contrary, then UBS's Resignations shall nevertheless become effective on the Amendment Effective Date and the Required Lenders shall perform all of the duties of the Administrative Agent or Collateral Agent hereunder until such time as the Required Lenders appoint a successor agent as provided for in Section 9.09 of the Credit Agreement.

Subject to the Collateral and Guarantee Requirement, the Borrower agrees that the Successor Collateral Agent (or the Required Lenders, in the event that the Appointment Effective Date shall not have occurred) is authorized (but shall not be obligated), on and after the Amendment Effective Date, as it may deem necessary or appropriate to file initial financing statements and/or assignments of or amendments to financing statements under the UCC, to make and/or update (as applicable) any and all filings with respect to intellectual property, to make any amendment, assignment or other filing with respect to any real property covered by any Mortgages or other real property Lien filings and to make any other registration, recording or filings and to dispatch any notices required in any relevant jurisdiction, in each instance covering any of the Collateral described in any Loan Document and in each instance at the Borrower's expense. Notwithstanding the foregoing, nothing in this Agreement or the Loan Documents shall obligate Wilmington to monitor the perfection or priority of any Lien granted under the Collateral Documents.



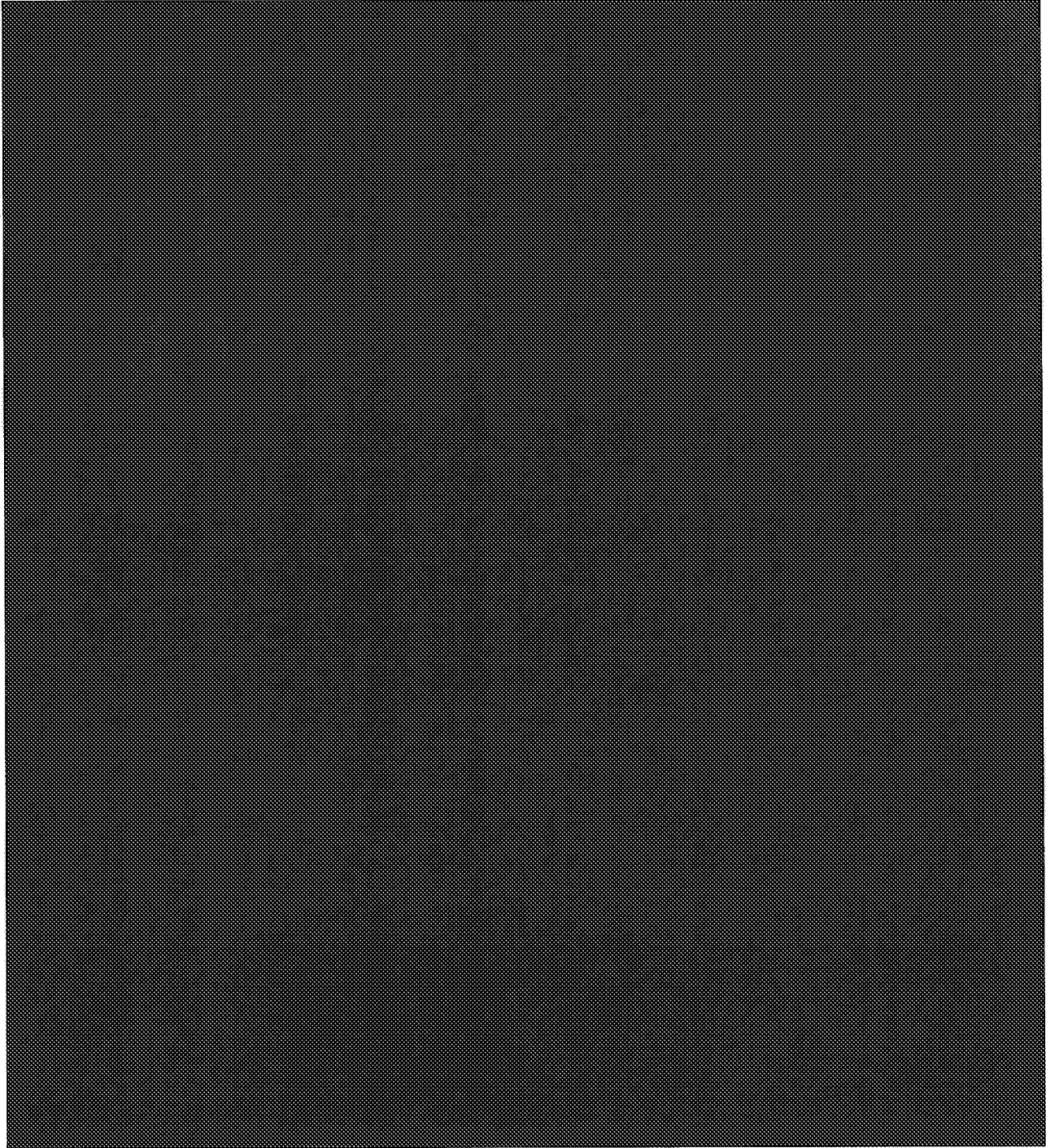
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Resignation and Appointment Agreement
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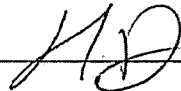
(i) The following address to be used for purposes of communications to the Successor Agents pursuant to the Credit Agreement or the other Loan Documents:

WILMINGTON TRUST, NATIONAL ASSOCIATION
50 South Sixth Street, Suite 1290
Minneapolis, Minnesota 55402




IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers as of the date first above written.

UBS AG, STAMFORD BRANCH, as Resigning
Administrative Agent

By: 
Name: _____
Title: _____

Houssein Daly
Associate Director
Banking Products Services, US


By: 
Name: _____
Title: _____

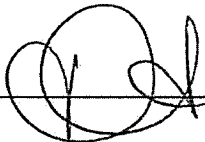
Darlene Arias
Director

[Signature Page]

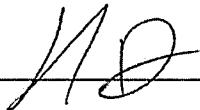
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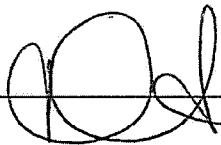
**UBS AG, STAMFORD BRANCH, as Resigning
Collateral Agent**

By:  _____
Name: **Houssein Daly**
Title: **Associate Director
Banking Products Services, US**

By:  _____
Name: _____
Title: **Darlene Arias
Director**

**UBS AG, STAMFORD BRANCH, as Resigning
Swing Line Lender**

By: 
Name: **Housseem Daly**
Title: **Associate Director
Banking Products Services, US**

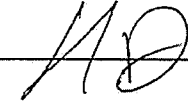
By: 
Name: _____
Title: _____
**Darlene Arias
Director**


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Resignation and Appointment Agreement*

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**UBS AG, STAMFORD BRANCH, as Resigning
L/C Issuer**

By:  _____
Name: _____
Title: _____
Houssein Daly
Associate Director
Banking Products Services, US


By:  _____
Name: _____
Title: _____
Darlene Arias
Director

[Signature Page]


*Dixie
Resignation and Appointment Agreement*

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**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Successor Administrative
Agent**

By: 
Name: Jeffrey Rose
Title: Vice President

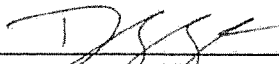
**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Successor Collateral Agent**

By: 
Name: Jeffrey Rose
Title: Vice President

[Signature Page]

*Dixie
Resignation and Appointment Agreement*

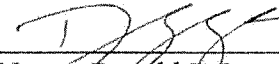
FR DIXIE ACQUISITION CORP., as Borrower

By: 
Name: Donald B Barnes III
Title: Chief Financial Officer

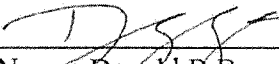
FR DIXIE HOLDINGS CORP., as Parent

By: _____
Name: William Brown
Title: Vice President, Treasurer and Secretary

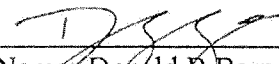
**FR DIXIE ACQUISITION SUB CORP.,
as a Guarantor**

By: 
Name: Donald B Barnes III
Title: Chief Financial Officer

**DIXIE ELECTRIC, LLC,
as a Guarantor**

By: 
Name: Donald B Barnes III
Title: Chief Financial Officer

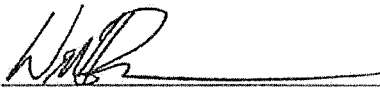
**MONAHANS ELECTRIC, INC.,
as a Guarantor**

By: 
Name: Donald B Barnes III
Title: Chief Financial Officer

FR DIXIE ACQUISITION CORP., as Borrower

By: _____
Name: Donald B Barnes III
Title: Chief Financial Officer

FR DIXIE HOLDINGS CORP., as Parent

By:  _____
Name: William Brown
Title: Vice President, Treasurer and Secretary

FR DIXIE ACQUISITION SUB CORP.,
as a Guarantor

By: _____
Name: Donald B Barnes III
Title: Chief Financial Officer


DIXIE ELECTRIC, LLC,
as a Guarantor

By: _____
Name: Donald B Barnes III
Title: Chief Financial Officer


MONAHANS ELECTRIC, INC.,
as a Guarantor

By: _____
Name: Donald B Barnes III
Title: Chief Financial Officer


K&S ELECTRIC, INC.,
as a Guarantor

By: 
Name: Donald B Barnes III
Title: Chief Financial Officer

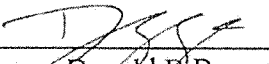
L&K ELECTRIC, LLC,
as a Guarantor

By: 
Name: Donald B Barnes III
Title: Chief Financial Officer

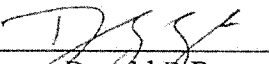
**PATRIOT AUTOMATION & CONTROL,
LLC,**
as a Guarantor

By: 
Name: Donald B Barnes III
Title: Chief Financial Officer

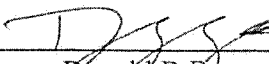
EPIC INTEGRATED SERVICES, LLC,
as a Guarantor

By: 
Name: Donald B Barnes III
Title: Chief Financial Officer

ACTION ELECTRIC HOLDINGS, INC.,
as a Guarantor

By: 
Name: Donald B Barnes III
Title: Chief Financial Officer

ACTION ELECTRIC, INC.,
as a Guarantor

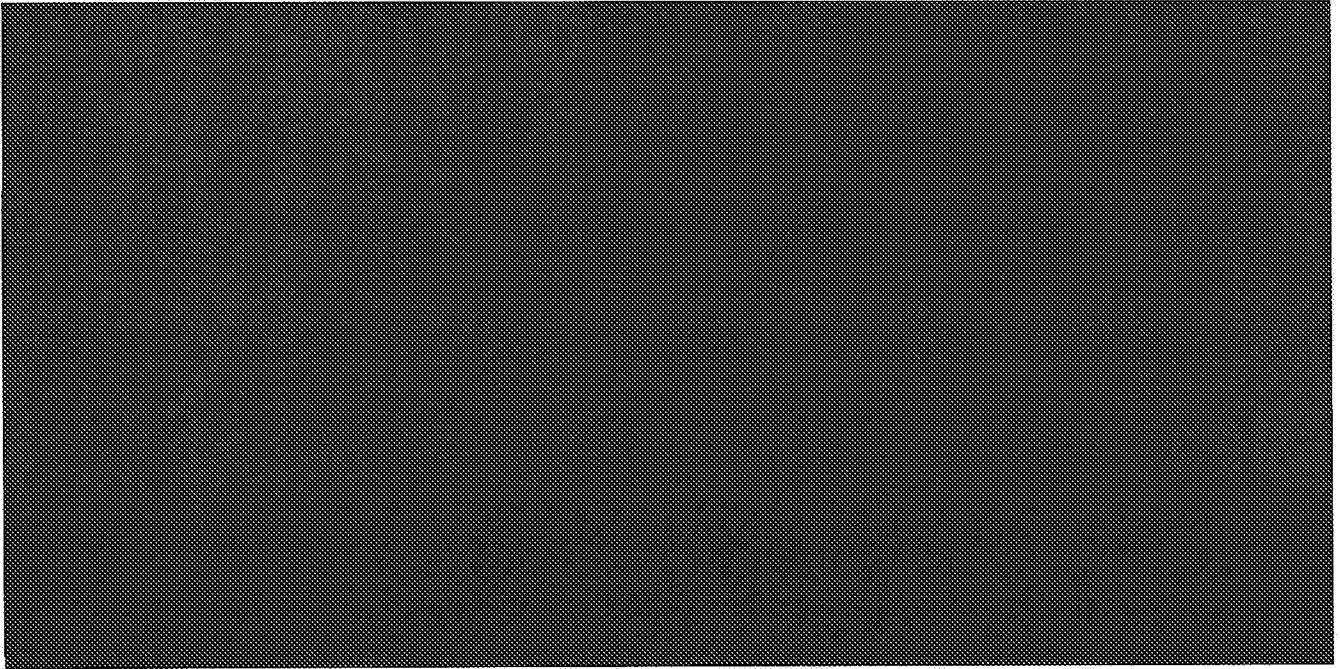
By: 
Name: Donald B Barnes III
Title: Chief Financial Officer

SCHEDULE I

ASSIGNED LOAN DOCUMENTS

1. Credit Agreement, dated as of December 18, 2013, and amended and restated on January 29, 2014, among, *inter alios*, Parent, Borrower, the Guarantors party thereto, the Lenders, the Administrative Agent and the Collateral Agent, as amended by Amendment No. 1 to Credit Agreement, dated August 11, 2017.
2. Security Agreement, dated as of December 18, 2013, among Parent, Borrower, the Guarantors party thereto and the Collateral Agent (as supplemented by that Supplement No. 1 to the Security Agreement, dated January 24, 2014).
3. Trademark Short Form Security Agreement, dated as of December 18, 2013, among Dixie Electric, LLC, Epic Integrated Services, LLC and the Collateral Agent.

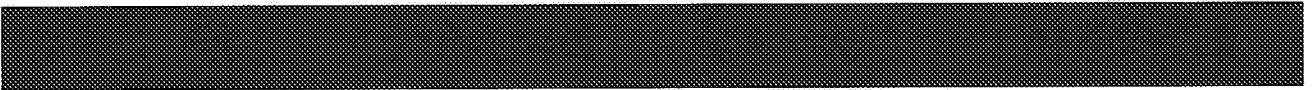
SCHEDULE II



PART 2



5. Intellectual Property Security Agreements. Trademark Short Form Security Agreement, dated December 18, 2013, among Dixie Electric, LLC, Epic Integrated Services, LLC and Collateral Agent.



Schedule II - 1

*Dixie
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RECORDED: 09/13/2018

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