

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM489319

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Power Grid Engineering, LLC		08/31/2018	Limited Liability Company: FLORIDA
Reuter & Hanney, Inc.		08/31/2018	Corporation: PENNSYLVANIA
Qualus Power Services Corp.		08/31/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Johnson Bank		
<b>Street Address:</b>	333 East Wisconsin Avenue		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53202		
<b>Entity Type:</b>	Chartered Bank: WISCONSIN		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5262741	POWER GRID ENGINEERING LLC	
<b>Registration Number:</b>	5314600	P POWER GRID ENGINEERING LLC	
<b>Registration Number:</b>	4266727	REUTER HANNEY THE ELECTRICAL POWER SPECI	
<b>Serial Number:</b>	88099817	QUALUS POWER SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	414-298-8351		
<b>Email:</b>	tmadmin@reinhardt.com		
<b>Correspondent Name:</b>	Heidi R. Thole		
<b>Address Line 1:</b>	1000 N. Water St.		
<b>Address Line 2:</b>	Ste. 1700		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>NAME OF SUBMITTER:</b>	Heidi R. Thole		
<b>SIGNATURE:</b>	/hrt/		
<b>DATE SIGNED:</b>	09/10/2018		

CH \$115.00 5262741

**Total Attachments: 7**

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## **TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (this "Agreement"), dated as of August 31, 2018, is among CE POWER ENGINEERED SERVICES, LLC, a Delaware limited liability company ("PES"), CE POWER SOLUTIONS, LLC, an Ohio limited liability company ("CE Power OH"), CE POWER SOLUTIONS OF FLORIDA, LLC, a Florida limited liability company ("CE Power FL"), UTILITIES PLUS ENERGY SERVICES, INC., a Minnesota corporation ("UPES"), REUTER & HANNEY, INC., f/k/a Reuhan, Inc., a Delaware corporation ("Reuter"), PGE HOLDING CORP., a Delaware corporation ("PGE Holdings"), POWER GRID ENGINEERING, LLC, a Florida limited liability company ("PGE") (PGE, PGE Holdings, PES, CE Power OH, CE Power FL, UPES and Reuter are sometimes referred to herein individually as a "Borrower" and collectively, the "Borrowers"), QUALUS POWER SERVICES CORP., a Delaware corporation (f/k/a CE POWER HOLDINGS, INC.) ("Parent" and together with the Borrowers, each a "Debtor", and collectively, the "Debtors") and JOHNSON BANK, as administrative agent for the Benefited Parties (as defined in the Security Agreement) (in such capacity, the "Secured Party"). PGE shall be deemed to have executed and delivered this Agreement immediately upon the consummation of the PGE Acquisition (as defined in the Credit Agreement referenced below), at which time such entity shall be deemed to be a Debtor hereunder.

### **RECITALS**

A. Pursuant to a Second Amended and Restated Credit Agreement, dated as of November 3, 2017, as amended to date (as so amended and as may be further amended, revised, supplemented or restated from time to time, the "Credit Agreement"), among PES, CE Power OH, CE Power FL, UPES, Reuter, Parent, various lenders from time to time party thereto (the "Lenders") and JOHNSON BANK, as administrative agent for the Lenders (in such capacity, the "Agent"), as amended by that certain First Amendment to Second Amended and Restated Credit Agreement, dated as of the date hereof, by and among PES, CE Power OH, CE Power FL, UPES, Reuter, PGE Holdings, Parent, and the Agent, the Lenders have agreed to make available to the Borrowers certain credit facilities and other financial accommodations pursuant to the terms and subject to the conditions set forth in the Credit Agreement.

B. PGE, among other things, agreed to be a "Borrower" for all purposes of the Credit Agreement and a "Debtor" for all purposes of the Security Agreement (as defined below) pursuant to that certain Joinder Agreement, dated as of the date hereof, executed by PGE and acknowledged and agreed to by the Agent.

C. Reference is made to that certain Second Amended and Restated Security Agreement, dated as of November 3, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among PES, CE Power OH, CE Power FL, UPES, Reuter, Parent and the Secured Party, which secures the Obligations (as defined in the Security Agreement) as provided in the Security Agreement.

D. Pursuant to the terms of the Security Agreement, the Debtors have granted to the Secured Party, for the benefit of the Benefited Parties, a security interest in substantially all the assets of the Debtors (excluding Excluded Property as defined in the Security Agreement), including all right, title and interest of the Debtors in, to and under all now owned and hereafter

acquired Trademarks, and all products and proceeds thereof, to secure the payment of the Obligations.

E. The Benefited Parties require, as a condition to entering into the Credit Agreement, that the Debtors execute and deliver this Agreement. Immediately upon the consummation of the PGE Acquisition, the Borrowers (other than PGE) shall cause PGE to execute and deliver this Agreement, become a Debtor under this Agreement, and grant a security interest in its Trademark Collateral (as defined below).

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtors hereby grant to the Secured Party, for the benefit of the Benefited Parties, to secure the Obligations, a continuing security interest in all of the Debtors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. The Trademarks registered with a United States Governmental Authority or for which applications for such registration have been filed which are referred to in Schedule 1 annexed hereto; and

2. all products and proceeds of the foregoing (collectively referred to as the "Trademark Collateral").

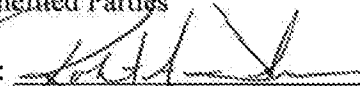
This security interest is granted in conjunction with the security interests granted to the Secured Party, for itself and on behalf of the other Benefited Parties, pursuant to the Security Agreement. The Debtors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement and all disputes arising hereunder shall be governed by, the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Wisconsin. The parties hereto (a) agree that any legal action or proceeding with respect to this Agreement, shall be brought only in courts of the state of Wisconsin located in Milwaukee County or the Federal Court for the Eastern District of Wisconsin and the debtors consent to the jurisdiction of such courts, (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

**[Remainder of Page Intentionally Left Blank; Signature Page Follows]**

IN WITNESS WHEREOF, the Debtors and the Secured Party, on behalf of the Benefited Parties, have executed this Agreement as of the day and year first above written.

JOHNSON BANK, as Secured Party for the  
Benefited Parties

By:   
Robert A. Nielsen, Senior Vice President

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 006438 FRAME: 0791**

Dated as of the date first written above.

CE POWER ENGINEERED SERVICES, LLC

By:   
Mark Levine, Chief Financial Officer

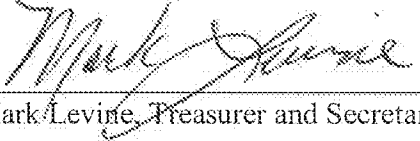
CE POWER SOLUTIONS, LLC

By:   
Mark Levine, Authorized Representative

CE POWER SOLUTIONS OF FLORIDA, LLC

By:   
Mark Levine, Authorized Representative

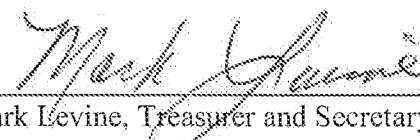
UTILITIES PLUS ENERGY SERVICES, INC.

By:   
Mark Levine, Treasurer and Secretary

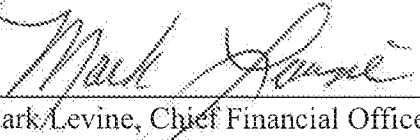
REUTER & HANNEY, INC.

By:   
Mark Levine, Chief Financial Officer

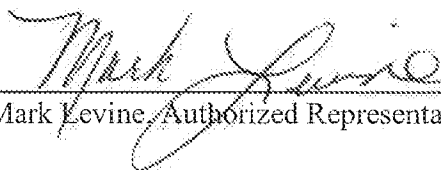
PGE HOLDING CORP.

By:   
Mark Levine, Treasurer and Secretary

QUALUS POWER SERVICES CORP.

By:   
Mark Levine, Chief Financial Officer


POWER GRID ENGINEERING, LLC

By:   
Mark Levine Authorized Representative

**SCHEDULE 1**  
to  
**TRADEMARK SECURITY AGREEMENT**

Trademark Collateral

Trademark Registrations and Applications.

Mark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Owner	Goods
	United States	Registered	86930859	March 7, 2016	5314600	October 24, 2017	Power Grid Engineering, LLC	Consulting services in the field of electrical utility infrastructure
POWER GRID ENGINEERING LLC	United States	Registered	86930767	March 7, 2016	5262741	August 8, 2017	Power Grid Engineering, LLC	Consulting services in the field of electrical utility infrastructure
REUTER HANNEY THE ELECTRICAL POWER SPECIALISTS (Word Mark)	United States	Registered	85453172	October 21, 2011	4266727	January 1, 2013	Reuter & Hanney, Inc.	Electrical contractor services; maintenance and repair of electrical power systems and power distribution systems
QUALUS POWER SERVICES	United States	Application	88099817	August 30, 2017	N/A	N/A	Qualus Power	Engineering design and consulting services for



Mark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Owner	Goods
							Services Corp.	the power systems industry.