

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490711

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900461221

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Energis Holdings, LLC		08/06/2018	Limited Liability Company: DELAWARE
North American Substation Services, LLC		08/06/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 S. Wacker Drive, Ste 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5015857	NASS
Registration Number:	5015855	NASS
Registration Number:	5015854	NORTH AMERICAN SUBSTATION SERVICES
Registration Number:	5015853	NASS
Registration Number:	3512999	E
Registration Number:	3527966	ENERGIS HIGH VOLTAGE RESOURCES, INC

CORRESPONDENCE DATA

Fax Number: 3128637865

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.

Phone: 312-201-3865

Email: sharon.patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson, Paralegal

Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.

Address Line 2: Ste 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.323
NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/ssp/
DATE SIGNED:	09/20/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 6, 2018, by ENERGIS HOLDINGS, LLC, a Delaware limited liability company ("Energis") and NORTH AMERICAN SUBSTATION SERVICES, LLC, a Delaware limited liability company (together with Energis, each a "Grantor" and collectively, the "Grantors"), in favor of MADISON CAPITAL FUNDING LLC, a Delaware limited liability company, as administrative agent for the Lenders and certain Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), with its mailing address at 30 S. Wacker Dr., Suite 3700, Chicago, Illinois 60606.

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement dated as of December 31, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), by and among North American Protection and Control, LLC, a Delaware limited liability company ("NAPC"), BRTS Holdings, LLC, a Delaware limited liability company ("BRTS"), and Energis, (NAPC, BRTS, and Energis, together with such other Persons joined to this Agreement as borrowers in accordance with Section 1.3 of the Credit Agreement, each a "Borrower" and collectively, the "Borrowers"), Administrative Agent and the financial institutions from time to time party thereto as "Lenders";

WHEREAS, to induce Administrative Agent and Lenders to enter into the Credit Agreement and to induce Lenders to extend credit thereunder, Grantors, among others, executed and delivered in favor of Administrative Agent, for the benefit of the Secured Parties, that certain Guarantee and Collateral Agreement dated as of December 31, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of each Secured Party, a continuing security interest in all of Grantors' right, title and interest in, to and under each of the following, whether now existing or from time to time hereafter created, arising or acquired (collectively, the "Trademark Collateral"):

(a) all of its Marks and each agreement, whether written or oral, providing for the grant by or to Grantor of any right to use any Mark (each such agreement, a "Trademark License"), in each case including those set forth on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Mark or Mark licensed under any Trademark License or (ii) injury to the goodwill associated with any Mark or any Mark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent 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.

4. AUTHORIZATION TO SUPPLEMENT. If Grantors shall obtain rights to any new Marks, Trademark Licenses or any other Trademark Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to modify this Trademark Security Agreement at any time and from time to time by amending Schedule I to include any other or additional Trademark Collateral of Grantors, in each case, without any notice to, or the consent of, such Grantor. 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 Administrative Agent's continuing security interest in all Collateral (as defined in the Credit Agreement), whether or not listed on Schedule I.

5. GOVERNING LAW. This Trademark Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy, emailed .pdf file or other similar form of electronic transmission of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

[signature page follows]

IN WITNESS WHEREOF, Each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NORTH AMERICAN SUBSTATION SERVICES, LLC,
a Delaware limited liability company

By: BRTS Holdings, LLC

Its: Sole Member

By: 

Name: Daniel Niccum

Title: Secretary

ENERGIS HOLDINGS, LLC,
a Delaware limited liability company

By: 

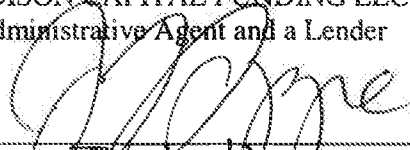
Name: Daniel Niccum

Title: President

Signature Page to Trademark Security Agreement

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Administrative Agent and a Lender

By: 
Name: _____
Title: _____

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Grantor	Mark	Serial Number	Status	Regis. Number	Regis. Date
North American Substation Services, LLC	NASS	86678626	Registered	5015857	08/09/16
North American Substation Services, LLC	NASS	86678617	Registered	5015855	08/09/16
North American Substation Services, LLC	NORTH AMERICAN SUBSTATION SERVICES	86678608	Registered	5015854	08/09/16
North American Substation Services, LLC	NASS	86678592	Registered	5015853	08/09/16
Energis Holdings, LLC.	E	77005155	Registered	3512999	10/07/08
Energis Holdings, LLC	ENERGIS HIGH VOLTAGE RESOURCES, INC	77005200	Registered	3527966	11/04/08