

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503312

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MacLean Senior Industries, L.L.C. | | 12/21/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A., as ABL Collateral Agent | | |
| Street Address: | 20975 Swenson Drive | | |
| Internal Address: | Suite 200, WI3-500-02-01 | | |
| City: | Waukesha | | |
| State/Country: | WISCONSIN | | |
| Postal Code: | 53186 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4722353 | MSI | |
| Registration Number: | 1475726 | SENIOR | |
| Registration Number: | 1479315 | SENIOR INDUSTRIES | |
| Registration Number: | 1481378 | SR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129939767 | | |
| <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: | 312-993-2622 | | |
| Email: | gayle.grocke@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP | | |
| Address Line 1: | 330 N. Wabash Avenue | | |
| Address Line 2: | Suite 2800 | | |
| Address Line 4: | Chicago, ILLINOIS 60611 | | |
| ATTORNEY DOCKET NUMBER: | 043339-0019 | | |
| NAME OF SUBMITTER: | Gayle D. Grocke | | |
| SIGNATURE: | /gdg/ | | |
| DATE SIGNED: | 12/22/2018 | | |

CH \$115.00 4722353

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of December 21, 2018, among each entity listed on the signature pages hereto (each of the foregoing, a “**Grantor**”, and collectively, “**Grantors**”) and Bank of America, N.A., as ABL collateral agent for the Secured Parties (in such capacity, together with any successor thereto, the “**ABL Collateral Agent**”)

RECITALS

- (A) Mac Lean-Fogg Company, as the Parent Borrower and Parent Borrower Agent (“**Parent Borrower**”), the other Parent Borrowers party thereto from time to time, the financial institutions party thereto from time to time as lenders (“**Lenders**”), Bank of America, N.A., as ABL collateral agent (“**ABL Collateral Agent**”) and ACF FINCO I, LP, as ABL Collateral Agent (“**ABL Collateral Agent**”) are parties to that certain ABL Credit Agreement dated as of December 21, 2018 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**ABL Credit Agreement**”).
- (B) Grantors are party to that certain Pledge and Security Agreement, dated as of December 21, 2018 in favor of the ABL Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the ABL Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the ABL Credit Agreement), each Grantor hereby pledges and grants to the ABL Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means each Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Assets):

- (a) all Patents owned by any Grantor, including those referred to on Schedule I hereto;
- (b) all Trademarks owned by any Grantor, including those referred to on Schedule I hereto;

- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by any Grantor;
- (d) all reissues, continuations or extensions of the foregoing; and
- (e) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any Trademark or Patent or (ii) injury to the goodwill associated with any Trademark or Patent.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets, including any "intent to use" trademark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing 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 (but only until the filing of such statement is accepted and solely to the extent, if any, that a Lien therein (including the granting, attachment or enforcement thereof) would impair the validity or enforceability of such intent-to-use application or any registration that issues from such intent-to-use application under applicable federal law).

SECTION 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the ABL Collateral Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the ABL Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

SECTION 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD REQUIRE APPLICATION OF ANOTHER LAW.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its officer or representative thereunto duly authorized as of the date first written above.

MACLEAN SENIOR INDUSTRIES, L.L.C.,
as Grantor

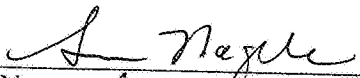
By: Michael Isaac

Name: Michael Isaacs

Title: Vice President, Chief Financial Officer
and Secretary

ACCEPTED AND AGREED:

BANK OF AMERICA, N.A.,
as the ABL Collateral Agent

By: 
Name: *Ann Nagle*
Title: *Vice President*

[Signature Page to Intellectual Property Security Agreement (ABL)]

TRADEMARK
REEL: 006508 FRAME: 0482

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. PATENT REGISTRATIONS AND APPLICATIONS

U.S. Patents/Applications


| Owner | Title | US Patent No. or Application No. | Issue Date or Filing Date |
|-----------------------------------|--|---|----------------------------------|
| MacLean Senior Industries, L.L.C. | UNIVERSAL GROUND STRAP ASSEMBLY | 7,122,739 | 10/17/2006 |
| MacLean Senior Industries, L.L.C. | GROUNDING CONNECTOR | 6,877,996 | 4/12/2005 |
| MacLean Senior Industries, L.L.C. | METHODS AND APPARATUS TO SECURE A GROUND STRAP ASSEMBLY TO AN ELECTRONICALLY CONDUCTIVE MEMBER | 6,933,442 | 8/23/2005 |
| MacLean Senior Industries, L.L.C. | DROP WIRE CLAMP | 6,732,981 | 5/11/2004 |
| MacLean Senior Industries, L.L.C. | GROUND BLOCK | D-508,676 | 8/23/2005 |
| MacLean Senior Industries, L.L.C. | GROUND BLOCK | D-512,376 | 12/6/2005 |
| MacLean Senior Industries, L.L.C. | DROP WIRE CLAMP | D-501,394 | 2/1/2005 |
| MacLean Senior Industries, L.L.C. | DROP WIRE CLAMP | D-512,628 | 12/13/2005 |
| MacLean Senior Industries, L.L.C. | CONTACT PLATE | D-514,514 | 2/7/2006 |
| MacLean Senior Industries, L.L.C. | UNIVERSAL GROUND CLAMP | 6,800,812 | 10/5/2004 |
| MacLean Senior Industries, L.L.C. | UNIVERSAL GROUND CLAMP WITH S-SHAPED SECOND STRAP | 6,559,387 | 5/6/2003 |
| MacLean Senior Industries, L.L.C. | CLAMP | 7,234,669 | 6/26/2007 |
| MacLean Senior Industries, L.L.C. | DROP WIRE CLAMP | 7,367,534 | 5/6/2008 |
| MacLean Senior Industries, L.L.C. | ELECTRICAL CONNECTION | 7,384,291 | 6/10/2008 |
| MacLean Senior Industries, L.L.C. | BASEBOARD CLIP | D-539,638 | 4/3/2007 |

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|-----------------------------------|--|-----------|------------|
| MacLean Senior Industries, L.L.C. | DISTRIBUTING END RING | D459,976 | 7/9/2002 |
| MacLean Senior Industries, L.L.C. | METHODS AND APPARATUS TO SECURE A GROUND STRAP ASSEMBLY TO AN ELECTRICALLY CONDUCTIVE MEMBER | 6,727,430 | 4/27/2004 |
| MacLean Senior Industries, L.L.C. | GROUND BLOCK | D487,427 | 3/9/2004 |
| MacLean Senior Industries, L.L.C. | GROUND BLOCK | D486,791 | 2/17/2004 |
| MacLean Senior Industries, L.L.C. | LIP MOUNT METER BOX CLAMP | D-577,560 | 9/30/2008 |
| MacLean Senior Industries, L.L.C. | LIP MOUNT METER BOX CLAMP | D-576,463 | 9/9/2008 |
| MacLean Senior Industries, L.L.C. | LIP MOUNT METER BOX CLAMP | D-576,856 | 9/16/2008 |
| MacLean Senior Industries, L.L.C. | LIP MOUNT METER BOX CLAMP | D-576,008 | 9/2/2008 |
| MacLean Senior Industries, L.L.C. | LIP MOUNT METER BOX CLAMP | D-576,464 | 9/9/2008 |
| MacLean Senior Industries, L.L.C. | ELECTRICAL CONNECTION | 7,435,123 | 10/14/2008 |
| MacLean Senior Industries, L.L.C. | METER BOX GROUNDING CLAMP | D712,226 | 09/02/2014 |
| MacLean Senior Industries, L.L.C. | METER BOX GROUNDING CLAMP | D711,718 | 08/26/2014 |
| MacLean Senior Industries, L.L.C. | METER BOX GROUNDING CLAMP | D700,494 | 03/04/2014 |

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademarks/Applications

| Owner | Mark | Registration No. or Application No. | Registration or Application Date |
|-----------------------------------|---------------------|-------------------------------------|----------------------------------|
| MACLEAN SENIOR INDUSTRIES, L.L.C. | MSI and Oval Design | 4,722,353 | 4/21/2015 |

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|-----------------------------------|---|-----------|-----------|
| MACLEAN SENIOR INDUSTRIES, L.L.C. | SENIOR | 1,475,726 | 2/9/1988 |
| MacLean Senior Industries, L.L.C. | SENIOR INDUSTRIES | 1479315 | 3/8/1988 |
| MACLEAN SENIOR INDUSTRIES, L.L.C. |  | 1,481,378 | 3/22/1988 |