

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547797

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Emcor Enclosures, LLC		11/01/2019	Limited Liability Company: DELAWARE
Crenlo Cab Products, LLC		11/01/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	350 South Grand Avenue, Suite 3850
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4941675	COBALT
Registration Number:	1494140	
Registration Number:	3259085	CRENLO
Registration Number:	4224546	ESQ
Registration Number:	4224461	G-SERIES
Registration Number:	1907173	EMCOR
Registration Number:	1422875	10 SERIES
Registration Number:	1484282	COMPUDESK

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hklaw.com,kate.ferrara@hklaw.com,alyssa.keon@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

OP \$215.00 4941675

NAME OF SUBMITTER:	Susan C.DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	11/03/2019
Total Attachments: 6 source=PNC_Crenlo Cabs - Trademark Security Agreement_70887407_1#page1.tif source=PNC_Crenlo Cabs - Trademark Security Agreement_70887407_1#page2.tif source=PNC_Crenlo Cabs - Trademark Security Agreement_70887407_1#page3.tif source=PNC_Crenlo Cabs - Trademark Security Agreement_70887407_1#page4.tif source=PNC_Crenlo Cabs - Trademark Security Agreement_70887407_1#page5.tif source=PNC_Crenlo Cabs - Trademark Security Agreement_70887407_1#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time this “Trademark Security Agreement”) is made as of this 1st day of November, 2019 among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually a “Grantor”), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, “Agent”).

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement and Guaranty, dated as of November 1, 2019 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the “Credit Agreement”) among EMCOR ENCLOSURES, LLC, a Delaware limited liability company (“Emcor”), CRENLO CAB PRODUCTS, LLC, a Delaware limited liability company (“Crenlo”), WORKHORSE CABS, LLC, a Delaware limited liability company (“Worthington”, and collectively with Emtor, Crenlo and each other Person from time to time party thereto as a borrower, and all of their respective permitted successors and assigns, the “Borrowers” and each a “Borrower”), TAXI WORKHORSE INTERMEDIATE, LLC, a Delaware limited liability company, TAXI HOLDINGS, LLC, a Delaware limited liability company, TAXI BRAZIL HOLDINGS B.V., a private company organized under the laws of the Netherlands, IES DO BRASIL SOLUÇÕES EM EQUIPAMENTOS LTDA., a limited liability company organized under the laws of Brazil, each other Person from time to time joined as a party thereto as a Guarantor, the lenders from time to time party thereto (the “Lenders”), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, 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 Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of such Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform resource locators, domain names, tag lines, designs, graphics, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated with the foregoing, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, or in any similar office or

agency of the United States, any State thereof, or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto (collectively, “Trademarks”), and licenses (to the extent grantable pursuant to the terms thereof) for any of the foregoing (“Licenses”), including those referred to on Schedule I hereto;

(b) all extensions or renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Trademark or any Trademark licensed under any License.

For the avoidance of doubt, Trademark Collateral shall not include any Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular,

references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. CHOICE OF LAW, JURISDICTION AND VENUE. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW, JURISDICTION AND VENUE SET FORTH IN SECTION 16.1 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of page intentionally left blank 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.

GRANTORS:

EMCOR ENCLOSURES, LLC,
a Delaware limited liability company

By: 

Name: Francis Spelman
Title: Treasurer and Secretary

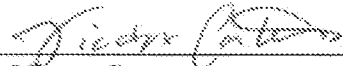
CRENLO CAB PRODUCTS, LLC,
a Delaware limited liability company

By: 

Name: Francis Spelman
Title: Treasurer and Secretary

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Victor Cortes
Title: Assistant Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Mark	Country	Status	Filing Date	Serial No.	Application/Registration Date	Application/Registration No.	Registrant
COBALT	USA	1A	February 8, 2013	85845133	April 19, 2016	4941675	Crenlo Cab Products, Inc.
Crenlo	USA	1A	February 24, 2003	78217981	July 3, 2007	3259085	Crenlo Cab Products, Inc.
	USA	1A	November 12, 1987	73694886	June 28, 1988	1494140	Crenlo Cab Products, Inc.
ESQ	USA	1A	November 22, 2011	85478727	October 16, 2012	4224546	Emcor Enclosures, Inc.
G-Series	USA	1A	October 21, 2011	85452786	October 16, 2012	4224461	Emcor Enclosures, Inc.
EMCOR	USA	1A	May 27, 1994	74530327	July 25, 1995	1907173	Emcor Enclosures, Inc.
10 Series	USA	1A	April 3, 1986	73591493	December 30, 1986	1422875	Emcor Enclosures, Inc.
COMPUDESK	USA	1A	March 7, 1986	73586810	April 12, 1988	1484282	Emcor Enclosures, Inc.

Licenses

None