

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM554742

<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>
TechPro Power Solutions, LLC		12/23/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kayne Senior Credit IV Loanco, LLC, as administrative agent		
<b>Street Address:</b>	150 N. Riverside Plaza, Suite 2010		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88689203	TECHPRO POWER SOLUTIONS	
<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>	3127018637		
<b>Email:</b>	IPDocket@mayerbrown.com		
<b>Correspondent Name:</b>	William R. Siegel, Mayer Brown LLP		
<b>Address Line 1:</b>	71 S. Wacker Drive		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-2828		
<b>ATTORNEY DOCKET NUMBER:</b>	19633685		
<b>NAME OF SUBMITTER:</b>	William R. Siegel		
<b>SIGNATURE:</b>	/william r siegel/		
<b>DATE SIGNED:</b>	12/24/2019		
<b>Total Attachments: 3</b>			
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2019 (this “Trademark Security Agreement”), is made by TechPro Power Solutions, LLC, a Delaware limited liability company (the “Grantor”) to and for the benefit of Kayne Senior Credit IV Loanco, LLC, in its capacity as administrative agent for certain lenders and the other holders of Secured Obligations (as defined in the Security Agreement described below) (in such capacity, the “Administrative Agent”).

WHEREAS, the Grantor has entered into a Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantor has collaterally assigned to the Administrative Agent and granted to the Administrative Agent for the benefit of the lenders and the other holders of Secured Obligations a continuing security interest in certain collateral, to secure the payment, performance and observance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

1. Grant of Security Interest. To secure the prompt and complete repayment and performance of the obligations under the Security Agreement, the Grantor hereby grants to the Administrative Agent, a security interest in all of Grantor’s right, title and interest in and to the following (collectively, the “Trademark Collateral”): (a) all of its Trademarks (as defined in the Security Agreement) including, without limitation, those referred to on Schedule 1 hereto; (b) all renewals of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and (d) all proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark and (ii) injury to the goodwill associated with any Trademark.

2. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, and that the terms and provisions of the Security Agreement are hereby incorporated herein by reference as if fully set forth herein.

3. Counterparts. This Trademark Security Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Trademark Security Agreement.

4. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS AND DECISIONS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[Signature Page Immediately Follows]

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

**TECHPRO POWER SOLUTIONS, LLC**

By: 

Name: Brian P. Guerin

Title: President

**SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT**

**Trademarks and Trademark Applications**

Ser. No.	Registration/ Application No.	Mark	Assignor
88/689203	TBD	TECHPRO POWER SOLUTIONS	TechPro Power Solutions, LLC