

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565830

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Louis Allis LLC		02/28/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Keybank National Association		
Street Address:	1700 Bausch & Lomb Place		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14604		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5135589	LOUIS ALLIS	
Registration Number:	2479662	LA	
CORRESPONDENCE DATA			
Fax Number:	5854198801		
<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:	585-419-8736		
Email:	lsmalley@harrisbeach.com		
Correspondent Name:	Laura W. Smalley, Esq.		
Address Line 1:	99 Garnsey Road		
Address Line 4:	Pittsford, NEW YORK 14534		
NAME OF SUBMITTER:	Laura W. Smalley		
SIGNATURE:	/Laura W. Smalley/		
DATE SIGNED:	03/06/2020		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated or otherwise modified, this “Agreement”) is made as of this 28th day of February, 2020, between **LOUIS ALLIS LLC**, a limited liability company formed under the laws of the State of Delaware with offices at 645 Lester Doss Road, Warrior, Alabama 35180 (“Grantor”), and **KEYBANK NATIONAL ASSOCIATION**, a national banking association, with offices at 1700 Bausch & Lomb Place, Rochester, New York 14604, and its successors and assigns (“Lender”).

WHEREAS, Worldwide Electric Corporation LLC, a limited liability company formed under the laws of the State of Delaware (“Worldwide Electric”), as successor by merger to WWE Merger Sub LLC, a limited liability company formed under the laws of the State of Delaware, and Lender are parties to that certain Credit Facility Agreement dated as of June 13, 2018 (the “Original Credit Agreement”);

WHEREAS, pursuant to and on the terms set forth in that certain Unit Purchase Agreement, dated as of even date herewith (the “Louis Allis Purchase Agreement”), by and among, inter alios, WWE Holdings LLC, a limited liability company formed under the laws of the State of Delaware (the “Holding Company”), and Bailey Holding Company, Inc., a corporation organized under the laws of the State of Alabama (“Seller”), the Holding Company acquired from Seller all of the units of membership interests of Grantor for the consideration described in the Louis Allis Purchase Agreement (the “Louis Allis Acquisition”), and as a result, Grantor became a direct wholly-owned subsidiary of the Holding Company;

WHEREAS, in connection with the Louis Allis Acquisition, Worldwide Electric and Lender entered into a certain Second Amendment to Credit Facility Agreement, dated as of even date herewith (the “Second Amendment to Credit Agreement”; the Original Credit Agreement as amended by that certain First Amendment to Credit Facility Agreement, dated as of September 9, 2018, and as further amended by the Second Amendment to Credit Agreement is herein referred to as the “Existing Credit Agreement”), pursuant to which Lender extended an additional term loan to Worldwide Electric in the original principal amount of \$8,844,864.00, as evidenced by a certain Amended and Restated Term Loan Note, dated as of even date herewith, the net proceeds of which were distributed to the Holding Company to enable the Holding Company to pay the consideration for the Louis Allis Acquisition;

WHEREAS, promptly following the consummation of the Louis Allis Acquisition, Grantor executed and delivered to Lender a Joinder Agreement, dated as of even date herewith (the “Joinder Agreement”), pursuant to which Grantor became a party to the Existing Credit Agreement as a Borrower and agreed to be jointly and severally bound by all the terms, conditions, covenants, obligations, liabilities and undertakings of Worldwide Electric or to which Worldwide Electric is subject thereunder, all with the same force and effect as if Grantor were a signatory thereto (Worldwide Electric and Grantor are herein referred to collectively as the “Borrowers”);

WHEREAS, promptly following the execution and delivery by Grantor of the Joinder Agreement, Borrowers and Lender entered into a certain Amended and Restated Credit Facility Agreement, dated as of even date herewith, whereby the terms and conditions of the Existing

Credit Agreement were amended and restated in their entirety (as the same may from time to time hereafter be amended, restated and/or supplemented, the "Credit Agreement"); and

WHEREAS, Grantor understands that Lender was willing to extend the financial accommodations provided by the Second Amendment to Credit Agreement and to admit Grantor as a Borrower under the Credit Agreement only upon certain conditions, one of which is that Grantor execute and deliver this Agreement and this Agreement is being executed and delivered in consideration of each of the Obligations (as defined below) granted to Grantor by Lender and for other valuable considerations.

Grantor and Lender hereby agree as follows:

1. Definitions. Unless otherwise indicated in this Agreement, all terms used herein shall have the same meanings as given to them in the Credit Agreement, and to the extent not inconsistent therewith, the same meanings as given to them in the Uniform Commercial Code of the State of New York (the "UCC") as amended from time to time. The following terms shall have the following meanings when used in this Agreement:

"Liabilities" means the Obligations.

"Payment in Full" means the payment in full in cash of the Loans and other Obligations under the Credit Agreement (other than unasserted, contingent indemnification obligations) and the termination of all Lender commitments.

"PTO" means the United States Patent and Trademark Office.

"Trademark Collateral" has the meaning set forth in Section 2.

2. Security Interest. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule A hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding the foregoing, the Trademark Collateral shall not include any general intangibles or rights under trademark licenses in which Grantor has an interest to the limited extent that any terms of such general intangible, license or law, statute or regulation pertaining to such general intangible restricts, prohibits or requires a consent (that has not been obtained) of a Person (other than Grantor) to the creation, attachment or perfection of the security interest granted herein, and any such restriction, prohibition and/or requirement of consent is effective and enforceable under applicable law and is not rendered ineffective by applicable law; provided however, that Trademark Collateral shall include (i) proceeds of any item of general intangibles and (ii) any general intangible or license that at any time ceases to satisfy the criteria set forth above to be excluded from Trademark Collateral (whether as a result of Grantor obtaining any necessary consent, any change in law, statute or regulation or otherwise), and provided further that Grantor shall take all commercially reasonable action to obtain consents or otherwise make such general intangibles and licenses eligible as part of the Trademark Collateral.

3. Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in writing by Lender. Lender agrees to provide such agreement to Grantor upon Payment in Full of all Obligations. This Agreement has been entered into in conjunction with the security interests granted to Lender pursuant to the Credit Agreement. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. Grantor represents and warrants to Lender that a true and correct list of all of the existing Trademark Collateral consisting of trademarks and trademark applications or registrations owned by Grantor, in whole or in part, is set forth in Schedule A.

5. Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably requested by Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral, including any documents for filing with the PTO or any applicable state office. Lender may record this Agreement, an abstract thereof, or any other document describing Lender's interest in the Trademark Collateral with the PTO, at the expense of Grantor. In addition, Grantor authorizes Lender to file financing statements describing the Trademark Collateral in any UCC filing office deemed appropriate by Lender. If Grantor shall at any time hold or acquire a commercial tort claim arising with respect

to the Trademark Collateral, Grantor shall immediately notify Lender in a writing signed by Grantor of the brief details thereof and grant to Lender in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to Lender.

6. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, service marks, or other registered marks or become entitled to the benefit of any application for any of the same or continuation of any of them, the provisions of this Agreement shall automatically apply thereto. Grantor shall give notice in writing to Lender with respect to any such new trademark rights promptly, and at any time upon Lender's request. Without limiting Grantor's obligations under this Section 6, Grantor authorizes Lender unilaterally to modify this Agreement by amending Schedule A to include any new trademark rights acquired by any of them. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

7. Laws. The validity, construction, and performance of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

8. Entire Agreement; Amendment. This Agreement, the Credit Agreement and the Security Agreement, dated as of even date herewith, by and between Grantor and Lender (as the same may from time to time hereafter be amended, supplemented, restated or replaced, the "Security Agreement"), together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, Lender unilaterally may re-execute this Agreement or modify, amend or supplement Schedule A hereto as provided in Section 6 hereof. If any provision hereof expressly conflicts with any specific provision of the Credit Agreement or Security Agreement, the terms most favorable to Lender shall be controlling.

9. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

10. Default. The occurrence of any Event of Default under the Credit Agreement shall be an "Event of Default" under this Agreement.

11. Continuing Agreement, Termination. This is a continuing Agreement, and no notice of the creation or existence of the Obligations, renewal, extension or modification thereof need be given to Grantor. This Agreement will terminate only at such time as Payment in Full of the Obligations has occurred.

12. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

13. No Waiver. Grantor agrees that no representation, promise, or agreement made by Lender or by any officer or employee of, alter, limit, or otherwise abridge the rights and remedies of Lender hereunder unless agreed by Lender in writing. None of the rights and remedies of Lender hereunder shall be modified, altered, limited, or otherwise abridged or waived by any representation, promise, or agreement hereafter made or by any course of conduct hereafter pursued by Lender. No delay or omission on the part of Lender in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Agreement, and waiver of any right shall not be deemed waiver of any other right unless expressly agreed in writing by Lender.

14. Parties in Interest. All of the terms and provisions of this Agreement shall inure to the benefit of, be binding upon and be enforceable by the respective heirs, executors, legal representatives, successors, and assigns of the parties hereto.

15. Severability. Any partial invalidity of the provisions of this Agreement shall not invalidate the remaining portions hereof or thereof.

16. Miscellaneous. Grantor hereby expressly waives demand, presentment, protest, or notice of dishonor on any and all of the Obligations and with respect to the Trademark Collateral.

[Signature pages follow]

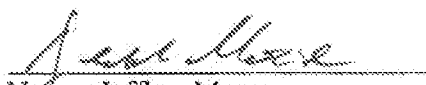
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

LOUIS ALLIS LLC

By: 
Name: Rodney Mayette
Title: Chief Financial Officer

Accepted:

KEYBANK NATIONAL ASSOCIATION


By: 
Name: Jeffrey Morse
Title: Senior Vice President

SCHEDULE A
To the Trademark Security Agreement

Grantor: LOUIS ALLIS LLC

Lender: KEYBANK NATIONAL ASSOCIATION

Registered Trademarks (US)

<u>Name</u>	<u>Goods/Services</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
LOUIS ALLIS	IC 007. US 013 019 021 023 031 034 035. G & S: Electric motors for machines; Electric motors for machines with a digital servo drive controller; Engines and motors for the generation of electricity. IC 037. US 100 103 106. G & S: Repair or maintenance of electric motors.	5,135,589	Feb. 7, 2017
	IC 007. US 013 019 021 023 031 034 035. G & S: ELECTRIC MOTORS AND REPLACEMENT PARTS THEREFOR.	2,479,662	Aug. 21, 2001