

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635215

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Qualus Power Services Corp.		03/26/2021	Corporation: DELAWARE
Power Grid Engineering, LLC		03/26/2021	Limited Liability Company: FLORIDA
Reuter & Hanney, Inc.		03/26/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6125209	QUALUS POWER SERVICES	
Registration Number:	5314600	P POWER GRID ENGINEERING LLC	
Registration Number:	5262741	POWER GRID ENGINEERING LLC	
Registration Number:	4266727	REUTER HANNEY THE ELECTRICAL POWER SPECI	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Spencer Simon		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Spencer Simon		
SIGNATURE:	/Spencer Simon/		
DATE SIGNED:	03/29/2021		

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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 26, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by Qualus Power Services Corp., Power Grid Engineering, LLC and Reuter & Hanney, Inc. (each a “**Grantor**” and collectively, the “**Grantors**”) in favor of Wilmington Trust, National Association, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, each Grantor is party to that certain Security Agreement, dated as of March 26, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

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

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in, to and under the Trademarks (including those listed on Schedule A hereto), including, without limitation, all rights to sue or otherwise recover for infringements or other violations of the foregoing and all rights corresponding to the Trademarks throughout the world (collectively, the “**Trademark Collateral**”); *provided* that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS

In no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors, and at Grantors' sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, 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.

QUALUS POWER SERVICES CORP., as a Grantor

By: 
Name: Marcia Pfister
Title: Chief Financial Officer

POWER GRID ENGINEERING, LLC, as a Grantor

By: _____
Name: Michael Wright
Title: President

REUTER & HANNEY, INC., as a Grantor

By: 
Name: Marcia Pfister
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007236 FRAME: 0095

IN WITNESS WHEREOF, 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.

QUALUS POWER SERVICES CORP., as a Grantor

By: _____
Name: Marcia Pfiester
Title: Chief Financial Officer

POWER GRID ENGINEERING, LLC, as a Grantor


By: Michael J. Wright
Name: Michael Wright
Title: President

REUTER & HANNEY, INC., as a Grantor

By: _____
Name: Marcia Pfiester
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Administrative Agent and Collateral Agent


By:  _____

Name: Nicole Kroll

Title: Assistant Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
Qualus Power Services Corp.	QUALUS POWER SERVICES	6125209	08/11/2020
Power Grid Engineering, LLC		5314600	10/24/2017
Power Grid Engineering, LLC	POWER GRID ENGINEERING LLC	5262741	08/08/2017
Reuter & Hanney, Inc.	REUTER HANNEY THE ELECTRICAL POWER SPECIALISTS (Word Mark)	4266727	01/01/2013