

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM640292

<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>
Energis Holdings, LLC		04/19/2021	Limited Liability Company: DELAWARE
North American Substation Services, LLC		04/19/2021	Limited Liability Company: DELAWARE
Electric Power Systems International, Inc.		04/19/2021	Corporation: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation, as Collateral Agent		
<b>Street Address:</b>	245 Park Avenue, 44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3512999	E	
<b>Registration Number:</b>	3527966	ENERGIS HIGH VOLTAGE RESOURCES, INC	
<b>Registration Number:</b>	5015853	NASS	
<b>Registration Number:</b>	5015855	NASS	
<b>Registration Number:</b>	5015854	NORTH AMERICAN SUBSTATION SERVICES	
<b>Registration Number:</b>	5015857	NASS	
<b>Serial Number:</b>	88478685	ELECTRIC POWER SYSTEMS TESTING & ENGINEE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place, 23rd Floor		

CH \$190.00 3512999

<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110
<b>ATTORNEY DOCKET NUMBER:</b>	11668 / 496
<b>NAME OF SUBMITTER:</b>	Christine Slattery
<b>SIGNATURE:</b>	/Christine Slattery/
<b>DATE SIGNED:</b>	04/19/2021
<b>Total Attachments: 7</b> source=Project Neptune - Trademark Security Agreement Executed_123448692_1_0#page1.tif source=Project Neptune - Trademark Security Agreement Executed_123448692_1_0#page2.tif source=Project Neptune - Trademark Security Agreement Executed_123448692_1_0#page3.tif source=Project Neptune - Trademark Security Agreement Executed_123448692_1_0#page4.tif source=Project Neptune - Trademark Security Agreement Executed_123448692_1_0#page5.tif source=Project Neptune - Trademark Security Agreement Executed_123448692_1_0#page6.tif source=Project Neptune - Trademark Security Agreement Executed_123448692_1_0#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of April 19, 2021, is made by Energis Holdings, LLC, a Delaware limited liability company, North American Substation Services, LLC, a Delaware limited liability company, and Electric Power Systems International, Inc., a Missouri corporation (each a “**Grantor**” and collectively, the “**Grantors**”), in favor of Ares Capital Corporation, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are parties to that certain Security Agreement, dated as of April 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

Section 1.01 Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 1.02 Grant of Security. As security for the payment (howsoever created arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due) or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Grantors hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantors’ right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided* that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” Trademark application prior to the filing and acceptance 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 (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

Section 1.03 Recordation. The Grantors authorize and request that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Section 1.04 Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by PDF, facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement. The words “execution,” “execute”, “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 1.05 Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference 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 1.06 Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIM CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON OR ARISING OUT OF OR RELATING TO THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

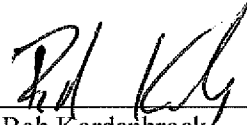
Section 1.07 Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH

INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.


*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

**ENERGIS HOLDINGS, LLC**

By:  \_\_\_\_\_  
Name: Bob Kordenbrock  
Title: Chief Financial Officer and Treasurer

**NORTH AMERICAN SUBSTATION SERVICES,  
LLC**

By:  \_\_\_\_\_  
Name: Bob Kordenbrock  
Title: Chief Financial Officer and Treasurer

**ELECTRIC POWER SYSTEMS  
INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name: Steven C. Reed  
Title: President

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

**ENERGIS HOLDINGS, LLC**

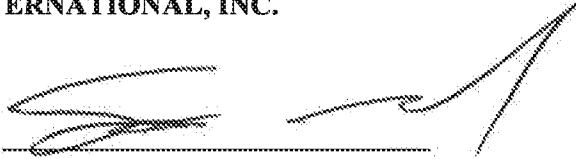
By: \_\_\_\_\_  
Name: Bob Kordenbrock  
Title: Chief Financial Officer and Treasurer

**NORTH AMERICAN SUBSTATION SERVICES,  
LLC**

By: \_\_\_\_\_  
Name: Bob Kordenbrock  
Title: Chief Financial Officer and Treasurer

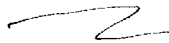
**ELECTRIC POWER SYSTEMS  
INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name: Steven C. Reed  
Title: President



Accepted and Agreed:

**ARES CAPITAL CORPORATION**, as Collateral Agent




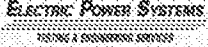
By:  \_\_\_\_\_

Name: Scott Lem

Title: Authorized Signatory



SCHEDULE A

Mark	International Class(es)	Application No Filing Date	Registration No Registration Date	Grantor
E 	37, 42	77005155 22-SEP-2006	3512999 07-OCT-2008	Energis Holdings, LLC
ENERGIS HIGH VOLTAGE RESOURCES, INC	35, 37, 42	77005200 22-SEP-2006	3527966 04-NOV-2008	Energis Holdings, LLC
NASS	37	86678592 30-JUN-2015	5015853 09-AUG-2016	North American Substation Services, LLC
NASS 	37	86678617 30-JUN-2015	5015855 09-AUG-2016	North American Substation Services, LLC
NORTH AMERICAN SUBSTATION SERVICES	37	86678608 30-JUN-2015	5015854 09-AUG-2016	North American Substation Services, LLC
NASS 	37	86678626 30-JUN-2015	5015857 09-AUG-2016	North American Substation Services, LLC
ELECTRIC POWER SYSTEMS TESTING & ENGINEERING SERVICES 	37, 42	88478685 18-JUN-2019		Electric Power Systems International, Inc.