

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM654531

<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>
S.J. ELECTRO SYSTEMS, INC.		06/17/2021	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLUB CAPITAL LLC		
<b>Street Address:</b>	200 Park Avenue		
<b>Internal Address:</b>	25th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10166		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 46</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1114417	TANK ALERT	
<b>Registration Number:</b>	1393019	SUPER SINGLE	
<b>Registration Number:</b>	1393020	JUNIOR SUPER SINGLE	
<b>Registration Number:</b>	1723381	SENSOR FLOAT	
<b>Registration Number:</b>	2879639	DOUBLE FLOAT	
<b>Registration Number:</b>	3068029	SJE RHOMBUS CONTROLS	
<b>Registration Number:</b>	3290539	PS PATROL	
<b>Registration Number:</b>	3550816	SJE-RHOMBUS	
<b>Registration Number:</b>	3641868	CSI CONTROLS	
<b>Registration Number:</b>	3553100	CSI CONTROLS	
<b>Registration Number:</b>	3677747	EZ SERIES	
<b>Registration Number:</b>	3737962	EZ SERIES	
<b>Registration Number:</b>	3998667	ECO SMART STATION	
<b>Registration Number:</b>	3934985	KW LOGIX	
<b>Registration Number:</b>	3929176	ENERGY VIEW	
<b>Registration Number:</b>	3731422	IN-SITE	
<b>Registration Number:</b>	3865805	VARIOSPEED	
<b>Registration Number:</b>	3967445	ARC ARMOR	
<b>TRADEMARK</b>			

OP \$1165.00 1114417

Property Type	Number	Word Mark
Registration Number:	3939189	ARC ARMOR
Registration Number:	4482635	PRIMEX
Registration Number:	4035420	ICONTROL
Registration Number:	4038941	ICONTROL SOLUTIONS
Registration Number:	5009507	MYSPY
Registration Number:	5060975	NEX SERIES
Registration Number:	5072034	MYSPY WIFI MESSENGER
Registration Number:	1772249	SJE PUMPMASTER
Registration Number:	2439743	SJE SIGNALMASTER
Registration Number:	1904176	SJE VERTICALMASTER
Registration Number:	2092249	SJE MICROMASTER
Registration Number:	2276412	SJE AMPMASTER
Registration Number:	3370269	IFS INSTALLER FRIENDLY SERIES
Registration Number:	5116068	EZCONNEX
Registration Number:	5397775	SJE
Registration Number:	5477050	KWIKSWITCH
Registration Number:	5547330	XPERT ALERT
Registration Number:	5602961	XPERT ALERT
Registration Number:	5537371	SJE RHOMBUS
Registration Number:	5645025	SJE
Registration Number:	5741653	CSI CONTROLS
Registration Number:	5759453	CSION
Registration Number:	5860443	
Registration Number:	5853427	CSION
Registration Number:	5971915	SJE MEGAMASTER
Registration Number:	6081763	ACCEL
Registration Number:	6032395	PUMP WATCH
Registration Number:	6081867	ACCEL PANEL PROGRAM

**CORRESPONDENCE DATA**

Fax Number: 7045032622

*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: 7045032600

Email: msheehan@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

Address Line 2: Attn: Moira Sheehan

Address Line 4: Charlotte, NORTH CAROLINA 28202

<b>ATTORNEY DOCKET NUMBER:</b>	24080.515009 SJ Electro
<b>NAME OF SUBMITTER:</b>	Moira Sheehan
<b>SIGNATURE:</b>	/Moira Sheehan/
<b>DATE SIGNED:</b>	06/17/2021

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 17, 2021, (the "Trademark Security Agreement"), is made by each of the entities listed on the signature pages hereof (each, a "Grantor" and, collectively, the "Grantors"), in favor of Golub Capital LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of June 17, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among SJ ELECTRO BUYER, LLC, a Delaware limited liability company ((on the Closing Date and prior to the Borrower Assumption, the "Initial Borrower" and the "Borrower"), S.J. ELECTRO SYSTEMS, INC., a Minnesota corporation (the "Company", and after the Borrower Assumption, the "Borrower"), SJ ELECTRO INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), the other Persons (as defined therein) party thereto that are designated as a "Credit Party", Golub Capital LLC, as Administrative Agent for the several financial institutions from time to time party thereto, Golub Capital LLC, as Revolver Agent for itself and the other Revolving Lenders and the Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a First Lien Guaranty and Security Agreement of even date with Credit Agreement in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "First Lien Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the First Lien Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor,

hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (for the avoidance of doubt, no Lien or security interest is granted hereunder on any Excluded Property) (the “Trademark Collateral”):

(a) all of its Trademarks (other than any “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and 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 pursuant to the First Lien Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 First Lien Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the First Lien Guaranty and Security Agreement, the First Lien Guaranty and Security Agreement shall control.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the First Lien Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark subject to a security interest hereunder.

Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the occurrence of the Facility Termination Date. 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 to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

**S.J. ELECTRO SYSTEMS, INC.,**

as Grantor

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

Name: David Thomas

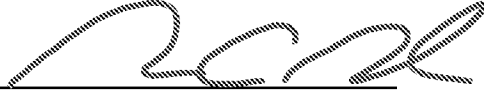
Title: President and Chief Executive Officer

TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 007329 FRAME: 0666**

ACCEPTED AND AGREED  
as of the date first above written:

GOLUB CAPITAL LLC,  
as Administrative Agent

By:   
Name: Marc C. Robinson  
Title: Authorized Signatory

TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 007329 FRAME: 0667**



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Registration / Application Number	Registration / Application Date	Mark/Design	Jurisdiction	Owner of Record
1114417	3/6/1979	TANK ALERT	United States	S.J. Electro Systems, Inc.
1393019	5/13/1986	SUPER SINGLE	United States	S.J. Electro Systems, Inc.
1393020	5/13/1986	JUNIOR SUPER SINGLE	United States	S.J. Electro Systems, Inc.
1723381	10/13/1992	SENSOR FLOAT	United States	S.J. Electro Systems, Inc.
2879639	8/31/2004	DOUBLE FLOAT	United States	S.J. Electro Systems, Inc.
3068029	3/14/2006	SJE RHOMBUS	United States	S.J. Electro Systems, Inc.
3290539	9/11/2007	PS PATROL	United States	S.J. Electro Systems, Inc.
3550816	12/23/2008	SJE-RHOMBUS & DESIGN	United States	S.J. Electro Systems, Inc.
3641868	6/23/2009	CSI CONTROLS	United States	S.J. Electro Systems, Inc.
3553100	12/30/2008	CSI CONTROLS & DESIGN	United States	S.J. Electro Systems, Inc.
3677747	9/1/2009	EZ SERIES	United States	S.J. Electro Systems, Inc.
3737962	1/12/2010	EZ SERIES & DESIGN	United States	S.J. Electro Systems, Inc.
3998667	7/19/2011	ECO SMART STATION	United States	S.J. Electro Systems, Inc.
3934985	3/22/2011	KW LOGIX	United States	S.J. Electro Systems, Inc.
3929176	3/8/2011	ENERGY VIEW	United States	S.J. Electro Systems, Inc.
3731422	12/29/2009	IN-SITE	United States	S.J. Electro Systems, Inc.
3865805	10/19/2010	VARIOSPEED	United States	S.J. Electro Systems, Inc.
3967445	5/24/2011	ARC ARMOR	United States	S.J. Electro Systems, Inc.
3939189	3/29/2011	ARC ARMOR & DESIGN	United States	S.J. Electro Systems, Inc.
4482635	2/11/2014	PRIMEX	United States	S.J. Electro Systems, Inc.
4035420	10/4/2011	ICONCONTROL	United States	S.J. Electro Systems, Inc.
4038941	10/11/2011	ICONCONTROL SOLUTIONS & DESIGN	United States	S.J. Electro Systems, Inc.
5009507	7/26/2016	MYSPIY	United States	S.J. Electro Systems, Inc.
5060975	10/11/2016	NEX SERIES	United States	S.J. Electro Systems, Inc.
5072034	11/1/2016	MYSPIY WIFI MESSENGER & DESIGN	United States	S.J. Electro Systems, Inc.
1772249	5/18/1993	SJE PUMPMASER	United States	S.J. Electro Systems, Inc.
2439743	4/3/2001	SJE SIGNALMASTER	United States	S.J. Electro Systems, Inc.
1904176	7/11/1995	SJE VERTICALMASTER	United States	S.J. Electro Systems, Inc.
2092249	8/26/1997	SJE MICROMASER	United States	S.J. Electro Systems, Inc.
2276412	9/7/1999	SJE AMPMASTER	United States	S.J. Electro Systems, Inc.

Registration / Application Number	Registration / Application Date	Mark/Design	Jurisdiction	Owner of Record
3370269	1/15/2008	IFS INSTALLER FRIENDLY SERIES & DESIGN	United States	S.J. Electro Systems, Inc.
5116068	1/3/2017	EZCONNEX	United States	S.J. Electro Systems, Inc.
5397775	2/6/2018	SJE LOGO	United States	S.J. Electro Systems, Inc.
5477050	5/22/2018	KWIKSWITCH	United States	S.J. Electro Systems, Inc.
5547330	8/21/2018	XPERT ALERT	United States	S.J. Electro Systems, Inc.
5602961	11/6/2018	XPERT ALERT & DESIGN	United States	S.J. Electro Systems, Inc.
5537371	8/7/2018	SJE RHOMBUS & DESIGN	United States	S.J. Electro Systems, Inc.
5645025	1/1/2019	SJE & DOUBLE CRESCENT DESIGN	United States	S.J. Electro Systems, Inc.
5741653	4/30/2019	CSI CONTROLS & DESIGN	United States	S.J. Electro Systems, Inc.
5759453	5/21/2019	CSION	United States	S.J. Electro Systems, Inc.
5860443	9/17/2019	TANK ALERT EZ 3D CONFIGURATION	United States	S.J. Electro Systems, Inc.
5853427	9/3/2019	CSION & DESIGN	United States	S.J. Electro Systems, Inc.
5971915	1/28/2020	SJE MEGAMASTER	United States	S.J. Electro Systems, Inc.
6081763	6/16/2020	ACCEL	United States	S.J. Electro Systems, Inc.
6032395	4/14/2020	PUMP WATCH	United States	S.J. Electro Systems, Inc.
6081867	6/16/2020	ACCEL PANEL PROGRAM & DESIGN	United States	S.J. Electro Systems, Inc.
90357015	12/3/2020	TIMEZONE	United States	S.J. Electro Systems, Inc.