

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654567

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
S.J. Electro Systems, Inc.		06/17/2021	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Administrative Agent		
Street Address:	225 W. Washington St., 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Registration Number:	1114417	TANK ALERT	
Registration Number:	1393019	SUPER SINGLE	
Registration Number:	1393020	JUNIOR SUPER SINGLE	
Registration Number:	1723381	SENSOR FLOAT	
Registration Number:	2879639	DOUBLE FLOAT	
Registration Number:	3068029	SJE RHOMBUS CONTROLS	
Registration Number:	3290539	PS PATROL	
Registration Number:	3550816	SJE-RHOMBUS	
Registration Number:	3641868	CSI CONTROLS	
Registration Number:	3553100	CSI CONTROLS	
Registration Number:	3677747	EZ SERIES	
Registration Number:	3737962	EZ SERIES	
Registration Number:	3998667	ECO SMART STATION	
Registration Number:	3934985	KW LOGIX	
Registration Number:	3929176	ENERGY VIEW	
Registration Number:	3731422	IN-SITE	
Registration Number:	3865805	VARIOSPEED	
Registration Number:	3967445	ARC ARMOR	
Registration Number:	3939189	ARC ARMOR	

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Property Type	Number	Word Mark
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
Serial Number:	90357015	TIMEZONE

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	39746 / 011
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	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 Alter Domus (US) LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Purchasers and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Note Purchase 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 "Note Purchase Agreement"), by and among SJ ELECTRO BUYER, LLC, a Delaware limited liability company ((on the Closing Date and prior to the Issuer Assumption, the "Initial Issuer" and the "Issuer"), S.J. ELECTRO SYSTEMS, INC., a Minnesota corporation (the "Company", and after the Issuer Assumption, the "Issuer"), SJ ELECTRO INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), the other Persons (as defined therein) party thereto that are designated as a "Note Party", Alter Domus (US) LLC, as Administrative Agent for the several financial institutions from time to time party thereto, and the Purchasers, the Purchasers have severally agreed to purchase the Notes from the Issuer upon the terms and subject to the conditions set forth therein;

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

WHEREAS, all of the Grantors are party to the Second 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 Purchasers and the Administrative Agent to enter into the Note Purchase Agreement and to induce the Purchasers to purchase the Notes from the Issuer thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Second Lien Guaranty and Security Agreement.

Section 2. 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.

Section 3. 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 Second 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 Second 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 Second Lien Guaranty and Security Agreement, the Second Lien Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Second 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 Trademarks subject to a security interest hereunder.

Section 5. 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.

Section 6. 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.

Section 7. 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).

(e) Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Administrative Agent pursuant to or in connection with this Trademark Security Agreement, the terms of any Collateral Document and the exercise of any right or remedy by the Administrative Agent hereunder or thereunder are subject to the provisions of the Intercreditor Agreement dated as of June 17, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Golub Capital LLC as the First Lien Agent, and Alter Domus (US) LLC as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement or any Collateral Document, the terms of the Intercreditor Agreement shall control.

[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: 0786

ACCEPTED AND AGREED
as of the date first above written:

ALTER DOMUS (US) LLC,
as Administrative Agent

By: J. K.
Name: Jon Kirschmeier
Title: Associate Counsel

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 007329 FRAME: 0787

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.