

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM656770

<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>
Archkey Solutions LLC		06/29/2021	Limited Liability Company:
PEC Solutions LLC		06/29/2021	Limited Liability Company:
Sachs Electric Company		06/29/2021	Corporation:
PEC Solutions of the Dakotas LLC		06/29/2021	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG New York Branch		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Aktiengesellschaft (Ag): UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88493935	ARCHKEY	
<b>Serial Number:</b>	88493941	ARCHKEY SOLUTIONS	
<b>Serial Number:</b>	88493949	THE POWER OF SCALE	
<b>Serial Number:</b>	88572804	SACHS ELECTRIC	
<b>Serial Number:</b>	88572843	SACHS	
<b>Serial Number:</b>	88572828	SACHS CIVIL INC	
<b>Serial Number:</b>	88572820	SACHS AUTOMATION	
<b>Serial Number:</b>	74147776		
<b>Serial Number:</b>	88572859		
<b>Serial Number:</b>	85328406	CONNECTING ENERGY FOR INDUSTRY	
<b>Serial Number:</b>	90354165	PEC SOLUTIONS	
<b>Serial Number:</b>	75316635	SACHS SYSTEMS INC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** kimberly.mihovics@friedfrank.com  
**Correspondent Name:** Kimberly Mihovics  
**Address Line 1:** One New York Plaza  
**Address Line 2:** Floor 27  
**Address Line 4:** New York, NEW YORK 10004

<b>NAME OF SUBMITTER:</b>	Kimberly Mihovics
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<b>SIGNATURE:</b>	/Kimberly Mihovics/
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<b>DATE SIGNED:</b>	06/29/2021
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**Total Attachments: 6**

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of June 29, 2021, is made by the entities set forth on Schedule I hereto (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of Deutsche Bank AG New York Branch, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to that certain First Lien Security Agreement, dated as of June 29, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among each Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of each Grantor, and has agreed to execute this Trademark Security Agreement for recording with the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of each Grantor’s 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 for in the Security Agreement, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, 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 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the USPTO.

Section 4. 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 signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. Section 11.12 of the Credit Agreement is incorporated by reference herein, *mutatis mutandis*.

Section 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does 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.

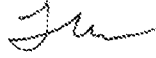
Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL 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 WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (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 7. 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.

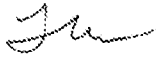
*[Remainder of this page intentionally left blank]*

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

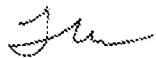
**ARCHKEY SOLUTIONS LLC**

By:   
Name: Tony W. Lee  
Title: Vice President

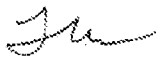
**PEC SOLUTIONS LLC**

By:   
Name: Tony W. Lee  
Title: Vice President

**SACHS ELECTRIC COMPANY**

By:   
Name: Tony W. Lee  
Title: Vice President

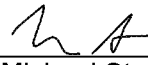
**PEC SOLUTIONS OF THE DAKOTAS LLC**

By:   
Name: Tony W. Lee  
Title: Vice President

Accepted and Agreed:

**DEUTSCHE BANK AG NEW YORK BRANCH**, as Collateral Agent

By:   
\_\_\_\_\_  
Name: Philip Tancorra  
Vice President  
Title: philip.tancorra@db.com  
212-250-6576

By:   
\_\_\_\_\_  
Name: Michael Strobel  
Vice President  
Title: michael-p.strobel@db.com  
212-250-0939

SCHEDULE I

GRANTORS

<u>Name of Grantor</u>	<u>Type of Organization</u>	<u>Jurisdiction of Organization/ Formation</u>
ArchKey Solutions LLC	Limited liability company	Delaware
PEC Solutions LLC	Limited liability company	Delaware
Sachs Electric Company	Corporation	Missouri
PEC Solutions of the Dakotas LLC	Limited liability company	Minnesota

SCHEDULE A

Trademarks:

<b>Mark</b>	<b>Jurisdiction</b>	<b>Owner of Record</b>	<b>Filing Date</b>	<b>Reg. Date</b>	<b>Serial #</b>	<b>Reg. #</b>
ARCHKEY	U.S.	ArchKey Solutions LLC	6/28/2019	12/29/2020	88493935	6234658
ARCHKEY SOLUTIONS and Design	U.S.	ArchKey Solutions LLC	6/28/2019	12/29/2020	88493941	6234659
THE POWER OF SCALE	U.S.	ArchKey Solutions LLC	6/28/2019	03/09/2021	88493949	6290187
SACHS ELECTRIC	U.S.	Sachs Electric Company	8/9/2019	Pending	88572804	Pending
SACHS	U.S.	Sachs Electric Company	8/9/2019	Pending	88572843	Pending
SACHS CIVIL INC. and Design	U.S.	Sachs Electric Company	8/9/2019	Pending	88572828	Pending
SACHS AUTOMATION and Design	U.S.	Sachs Electric Company	8/9/2019	Pending	88572820	Pending
Lightning Bolt Design	U.S.	Sachs Electric Company	3/14/1991	10/13/1992	74147776	1723361
Lightning Bolt Design	U.S.	Sachs Electric Company	8/9/2019	12/8/2020	88572859	6214171
CONNECTING ENERGY FOR INDUSTRY	U.S.	PEC Solutions of the Dakotas LLC	5/24/2011	1/17/2012	85328406	4087189
PEC SOLUTIONS	U.S.	PEC Solutions LLC	12/2/2020	Pending	90354165	Pending
SACHS SYSTEMS INC	U.S.	Sachs Electric Company	6/30/1997	5/4/1999	75316635	2242461