

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668140

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Myers Emergency Power Systems, LLC		08/17/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90013201	ILLUMINATOR	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (0746580-02109)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-02109		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	08/17/2021		
Total Attachments: 5			
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Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of August 17, 2021 (this “Notice”), made by Myers Emergency Power Systems, LLC, a Delaware limited liability company (the “Pledgor”), in favor of PNC BANK, NATIONAL ASSOCIATION, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement, dated as of August 17, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among, *inter alios*, EMERGENCY POWER HOLDINGS, LLC, a Delaware limited liability company (the “Borrower”), KMEPS MIDCO, INC., a Delaware corporation (“Holdings”), each Subsidiary Loan Party from time to time thereto and PNC BANK, NATIONAL ASSOCIATION, as collateral agent (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. **Grant of Security Interest.** As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. **Collateral Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

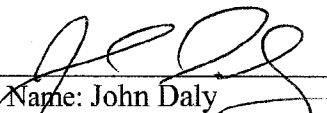
SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

MYERS EMERGENCY POWER
SYSTEMS, LLC

By: 
Name: John Daly
Title: Chief Executive Officer

[Signature Page to Notice of Grant of Security Interest in Trademarks]

PNC BANK, NATIONAL ASSOCIATION, as
Collateral Agent

By: 
Name: Timothy Brandt
Title: Senior Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007394 FRAME: 0097

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Myers Emergency Power Systems, LLC

U.S. Trademark Registrations

None.

U.S. Trademark Applications

<u>Country</u>	<u>Mark</u>	<u>Appl. Number</u>	<u>Filing Date</u>	<u>Owner</u>	<u>Status</u>
United States	ILLUMINATOR	90013201	22-June-2020	MYERS EMERGENCY POWER SYSTEMS, LLC	Pending