

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678311

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BAKER ELECTRIC, INC.		10/01/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85641230	WE DELIVER ENERGY THROUGH PEOPLE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127018637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	P.O. BOX 2828		
Address Line 4:	CHICAGO, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	21684371		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	10/01/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) dated as of October 1, 2021, is by BAKER ELECTRIC, INC., a California corporation (the “Grantor”), in favor of BMO HARRIS BANK N.A., a national banking association (collectively, the “Grantee”), as Agent.

WITNESSETH:

WHEREAS, the Grantor has entered into that certain Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time and in effect, the “Credit Agreement”) with the Grantee, pursuant to which the Grantee has agreed to make certain financial accommodations to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor and the Grantee have entered into that certain Pledge and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and to induce the Grantee to enter into the Credit Agreement and to induce the Grantee to make extensions of credit to the Grantor pursuant to the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages and pledges to the Grantee and grants to the Grantee a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

2.1 all of its trademarks, including, without limitation, those referred to on Schedule 1 hereto;

2.2 all goodwill of the business connected with the use of, and symbolized by, each trademark; and

2.3 all proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademarks exclusively licensed under any intellectual property License, including right to receive any damages, (ii) injury to the goodwill associated with any trademark, or (iii) right to receive license fees, royalties, and other compensation under any intellectual property license.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement secures the payment and performance of the Obligations. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

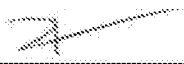
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement, and the rights and duties of the parties hereto, shall be governed by and construed and determined in accordance with the internal laws of the State of California.

[Remainder of page intentionally left blank; signature page follows]

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.

BAKER ELECTRIC, INC.

By: 
Name: Brian Miliate
Title: Secretary & CFO

Acknowledged:

BMO HARRIS BANK N.A.

By: _____
Name:
Title:

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.

BAKER ELECTRIC, INC.

By: _____
Name:
Title:

Acknowledged:

BMO HARRIS BANK N.A.



By: _____
Name: James Stephens
Title: Vice President

**SCHEDULE I
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT**

	SERIAL NUMBER	REGISTRATION NUMBER	WORD MARK
1.	85641230	4282248	WE DELIVER ENERGY THROUGH PEOPLE