

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM678958

<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>
Electro-Mechanical, LLC		09/17/2021	Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Truist Bank		
<b>Street Address:</b>	303 Peachtree Street, N.E.		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	Chartered Bank: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1424689	AUTO-JET	
<b>Registration Number:</b>	3377542	EFFICIENT	
<b>Registration Number:</b>	4062264	ZCT ZERO CORONA TECHNOLOGY	
<b>Registration Number:</b>	4237394	MAVRIC	
<b>Registration Number:</b>	4237398	DTS DOWN TIME SAVER	
<b>Registration Number:</b>	4237406	DTS II DOWN TIME SAVER	
<b>Registration Number:</b>	4599898	POWER TO DELIVER	
<b>Registration Number:</b>	4932716	GFS	
<b>Registration Number:</b>	4932717	GROUND FAULT SAVER	
<b>Registration Number:</b>	4932718	GFS GROUND FAULT SAVER	
<b>Registration Number:</b>	4604132	LINE POWER	
<b>Registration Number:</b>	6069938	ELECTRO MECHANICAL CORPORATION	
<b>Registration Number:</b>	6213065	SYLO DISTRIBUTORS	
<b>Serial Number:</b>	90390921	GRIDCONNEX	
<b>Serial Number:</b>	97003421	FPEV	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2146515940		
<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.*

**Phone:** 2146515230  
**Email:** laura.johnson@haynesboone.com  
**Correspondent Name:** Haynes and Boone, LLP  
**Address Line 1:** 2323 Victory Avenue, Suite 700  
**Address Line 4:** Dallas, TEXAS 75219-7672

<b>ATTORNEY DOCKET NUMBER:</b>	24835.24
<b>NAME OF SUBMITTER:</b>	Laura K. Johnson
<b>SIGNATURE:</b>	/Laura K. Johnson/
<b>DATE SIGNED:</b>	10/05/2021

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

THIS **TRADEMARK SECURITY AGREEMENT**, dated as of September 17, 2021 (this “*Security Agreement*”), is made by **ELECTRO-MECHANICAL LLC**, a Virginia limited liability company f/k/a Electro-Mechanical Corporation, a Virginia corporation (the “*Grantor*”), in favor of **TRUIST BANK**, as administrative agent (in such capacity, together with its successors and permitted assigns, the “*Administrative Agent*”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, EMC Parent Group LLC, a Delaware limited liability company (the “*Borrower*”), the lenders from time to time parties thereto (the “*Lenders*”) and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of September 17, 2021 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “*Credit Agreement*”);

**WHEREAS**, in connection with the Credit Agreement, the Borrower and certain of its affiliates, including the Grantor, have entered into the Guaranty and Security Agreement, dated as of September 17, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

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

Section 2 **Grant of Security Interest in Trademark Collateral.** The 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 the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “*Trademark Collateral*”):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on *Schedule I* hereto;

(ii) all renewals and extensions of the foregoing;

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

(iv) 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 Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the 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 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 or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **Representation and Warranty.** *Schedule I* correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

Section 5 **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 6 **Counterparts.** This 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 7 **Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

*Remainder of Page Intentionally Left Blank;  
Signature Page(s) Follow(s).*

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.

**ELECTRO-MECHANICAL, LLC**

By:

  
Name: Andrew Trigg  
Title: Vice President

Acknowledged and Agreed to as of the date hereof:



**ADMINISTRATIVE AGENT:**

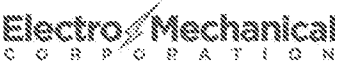

**TRUIST BANK**, as Administrative Agent

By:   
Name: Vinay Desai  
Title: Managing Director

TRADEMARKS

I. REGISTERED TRADEMARKS

Trademark	Reg. No.	Date of Reg.
AUTO-JET	1424689	13-Jan-87
	3377542	5-Feb-08
	4062264	29-Nov-11
	4237394	6-Nov-12
DTS DOWN TIME SAVER	4237398	6-Nov-12
DTS II DOWN TIME SAVER	4237406	6-Nov-12
POWER TO DELIVER	4599898	9-Sep-14
GFS	4932716	5-Apr-16
GROUND FAULT SAVER	4932717	5-Apr-16
GFS GROUND FAULT SAVER	4932718	5-Apr-16
LINE POWER	4604132	16-Sep-14

LINE POWER	1520444 (Mexico)	14-Apr-16
LINE POWER	2084274 (Canada)	11-Feb-21
	6069938	2-Jun-20
	6213065	1-Dec-20

**II. TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Serial No.</b>	<b>Date of App.</b>
GRIDCONNEX	90390921	17-Dec-20
FPEV	97003421	31-Aug-21