

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM691468

|   |  |                       |  |
|---|--|-----------------------|--|
| <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>                     |
| Beltline Electric Co., LLC  |  | 11/24/2021            | Limited Liability Company:<br>KENTUCKY |
| <b>RECEIVING PARTY DATA</b>   |  |                       |  |
| <b>Name:</b>  | HSBC Bank Canada, as Administrative Agent          |                       |  |
| <b>Street Address:</b>  | 95 Washington Street, 1st Floor                    |                       |  |
| <b>City:</b>  | Buffalo  |                       |  |
| <b>State/Country:</b>   | NEW YORK   |                       |  |
| <b>Postal Code:</b>   | 14203  |                       |  |
| <b>Entity Type:</b>   | Corporation: CANADA                                |                       |  |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |  |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 5207720  | BELTLINE              |  |
| <b>CORRESPONDENCE DATA</b>  |  |                       |  |
| <b>Fax Number:</b>  | 6175236850   |                       |  |
| <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> |  |                       |  |
| <b>Phone:</b>   | 617-523-2700                                       |                       |  |
| <b>Email:</b>   | susan.dinicola@hklaw.com,samuel.pinkston@hklaw.com |                       |  |
| <b>Correspondent Name:</b>  | Holland & Knight LLP                               |                       |  |
| <b>Address Line 1:</b>  | 10 St. James Avenue                                |                       |  |
| <b>Address Line 4:</b>  | Boston, MASSACHUSETTS 02116                        |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Susan C. DiNicola                                  |                       |  |
| <b>SIGNATURE:</b>   | /Susan C. DiNicola/                                |                       |  |
| <b>DATE SIGNED:</b>   | 12/01/2021   |                       |  |
| <b>Total Attachments: 5</b>   |  |                       |  |
| source=HSBC _ State Group - Trademark Security Agreement - Target Beltline (Executed) - November 24 2021#page1.tif  |  |                       |  |
| source=HSBC _ State Group - Trademark Security Agreement - Target Beltline (Executed) - November 24 2021#page2.tif  |  |                       |  |
| source=HSBC _ State Group - Trademark Security Agreement - Target Beltline (Executed) - November 24 2021#page3.tif  |  |                       |  |

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2021#page5.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of November 24, 2021, by BELTLINE ELECTRIC CO., LLC, a Kentucky limited liability company (the "Grantor"), in favor of HSBC BANK CANADA, as Administrative Agent (in such capacity, "Administrative Agent") for the Secured Parties:

### WITNESSETH

WHEREAS, Grantor and Administrative Agent have entered into that certain Security Agreement, dated as of the date hereof, (as the same may be amended or otherwise modified from time to time, the "Beltline Security Agreement"); and

WHEREAS, pursuant to the terms of the Beltline Security Agreement, the Grantor has granted to Administrative Agent, for itself and the ratable benefit of Secured Parties, a security interest in substantially all of the assets of the Grantor;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Beltline Security Agreement.
2. Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Secured Obligations, the Grantor hereby grants to Administrative Agent, for itself and the ratable benefit of Secured Parties a continuing security interest in the Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) each Trademark including, without limitation, those listed on Schedule 1 annexed hereto; and
  - (b) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any trademark, trade name, registered trademark, trademark application, service mark, registered service mark and/or service mark, or (ii) injury to the goodwill associated with any trademark, trademark application and/or trademark registration
3. Beltline Security Agreement The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself and Secured Parties, pursuant to the Beltline Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Beltline Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the

event that any provisions of this Agreement are in conflict with the Beltline Security Agreement, the provisions of the Beltline Security Agreement shall govern.

4. Recordation. The Grantor authorizes and requests that this Agreement and the Administrative Agent's security interests in the Trademark Collateral be registered with the United States Patent and Trademark Office.
5. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the date first written above.

BELTLINE ELECTRIC CO., LLC,  
as Grantor

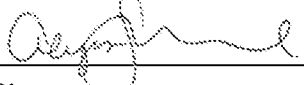

By:   
Name: Michael Lampert  
Title: Chief Executive Officer

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 007512 FRAME: 0875**

Agreed and Accepted

HSBC BANK CANADA,  
as Administrative Agent

By:    
Name: Alyssa Senwasane                      Andrea Khazzam  
Title: Authorized Signatory                      Authorized Signatory

**SCHEDULE 1**

**TRADEMARKS**

| <b>Registration Number</b> | <b>File Number</b> | <b>Trademark</b> | <b>Owner</b>               | <b>Jurisdiction of Registration</b> |
|----------------------------|--------------------|------------------|----------------------------|-------------------------------------|
| 5207720                    | N/A                | BELTLINE         | Beltline Electric Co., LLC | United States                       |