

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691952

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Soligent Distribution LLC		11/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Truist Bank, as Administrative Agent for the Lender Group		
Street Address:	303 Peachtree Street, N.E.		
Internal Address:	23rd Floor, Attn: City Electric Supply Portfolio Manager		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Banking Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4448574	SOLIGENT	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<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:	404-581-8358		
Email:	jmcneill@jonesday.com		
Correspondent Name:	Jack McNeill, Jones Day		
Address Line 1:	1221 Peachtree Street, NE		
Address Line 2:	Suite 400		
Address Line 4:	Atlanta, GEORGIA 30361		
NAME OF SUBMITTER:	Jack McNeill		
SIGNATURE:	/Jack McNeill/		
DATE SIGNED:	12/02/2021		
Total Attachments: 5			
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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2021 (this "Agreement"), is made by Soligent Distribution LLC, a Delaware limited liability company (the "Grantor"), in favor of TRUIST BANK, as administrative agent (in such capacity, together with its successors and assigns, the "Administrative Agent") for the Lender Group (as defined in the Security Agreement referred to below).

WHEREAS, the Grantor and certain of its affiliates, the lenders from time to time parties thereto (the "Lenders"), the issuing banks party thereto, the swing bank party thereto and the Administrative Agent have entered into that certain Credit Agreement, dated as of May 3, 2019 (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 Grantor and certain of its affiliates have entered into that certain Security Agreement, dated as of March 21, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Lender Group; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this 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 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 to the Administrative Agent for the benefit of the Lender Group, and grants to the Administrative Agent for the benefit of the Lender Group a Lien on and 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. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. 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 5. Counterparts. This 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 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.

(Signature pages follow)

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.

SOLIGENT DISTRIBUTION LLC

By: 
Name: Jonathan Doochin
Title: Chief Executive Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK


By: _____
Name:
Title:

[SIGNATURE PAGE – TRADEMARK SECURITY AGREEMENT]

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK

By: 
Name: Stephen Metts
Title: Director

SCHEDULE I

Owned Marks

Mark	Record Owner	Jurisdiction(s) and Office Where Registered	Registration Number
"SOLIGENT"	Soligent Distribution LLC	USPTO	4448574