

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695078

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RESA POWER, LLC		12/15/2021	Limited Liability Company: DELAWARE
RESA POWER SERVICE, LLC		12/15/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 WOODMONT AVENUE, SUITE 300		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4279058	RELECTRIC	
Registration Number:	2771205	DYMAX	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9826		
Email:	ypan@proskauer.com		
Correspondent Name:	Jacob B. Lebowitz		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	11964-437		
NAME OF SUBMITTER:	Jacob B. Lebowitz		
SIGNATURE:	/Jacob B. Lebowitz/		
DATE SIGNED:	12/15/2021		
Total Attachments: 5			

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THIS TRADEMARK SECURITY AGREEMENT, dated as of December 15, 2021 (this “*Trademark Security Agreement*”), is made by RESA POWER, LLC, a Delaware limited liability company and RESA POWER SERVICE, LLC, a Delaware limited liability company (each, a “*Grantor*”, and together, the “*Grantors*”), in favor of MIDCAP FINANCIAL TRUST, as administrative agent for the Lenders and collateral agent (in such respective capacities, 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, POWER MIDCO HOLDINGS INC., a Delaware corporation, FUSE ACQUISITION INC., a Delaware corporation (the “*Initial Borrower*”), RESA HOLDING COMPANY, a Delaware corporation (the “*Ultimate Borrower*”, and, together with the Initial Borrower, the “*Borrower*”), the financial institutions from time to time parties thereto as lenders (the “*Lenders*”), the Administrative Agent and SUMITOMO MITSUI BANKING CORPORATION, as Revolving Agent, have entered into a Revolving Credit and Term Loan Agreement, dated as of December 15, 2021 (as amended, restated, amended and restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time in accordance with its terms, the “*Credit Agreement*”);

WHEREAS, in connection with the Credit Agreement, each Grantor and certain of other Persons have entered into the Guaranty and Security Agreement, dated as of December 15, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, 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 each Grantor to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each 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**. Each 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 such Grantor, hereby 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 Trademark registrations and Trademark applications referred to on Schedule I hereto, excluding any intent-to-use trademark applications that are Excluded Assets.

Section 3 **Guaranty and Security Agreement**. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and each 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. In the event of any conflict or inconsistency between this Trademark 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 **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 5 **Governing Law**. This Trademark 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.

IN WITNESS WHEREOF, each 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.

RESA POWER, LLC

By: 
Name: Monte Roach
Title: Chief Executive Officer and President

RESA POWER SERVICE, LLC

By: 
Name: Monte Roach
Title: Chief Executive Officer and President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007531 FRAME: 0236

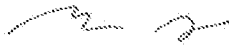
Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

MIDCAP FINANCIAL TRUST,
as the Administrative Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory
:

SCHEDULE I

Trademarks

I. REGISTERED TRADEMARKS

Mark	App. No.	File Date	Reg. No.	Reg. Date	Owner
RELECTRIC	85637235	5/29/12	4279058	1/22/13	RESA Power, LLC
DYMAX DYMAX	76439561	8/12/02	2771205	10/7/03	RESA Power Service, LLC