

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718409

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bachelor Controls, Inc.		03/31/2022	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	120 South LaSalle Street, Suite 200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2884748	BCIAUTOPILOT	
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:	3125805053		
Email:	jgambulos@thompsoncoburn.com		
Correspondent Name:	James Gambulos		
Address Line 1:	55 East Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	04/01/2022		
SIGNATURE:	/James Gambulos/		
DATE SIGNED:	04/01/2022		
Total Attachments: 5			
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OP \$40.00 2884748

CONFIRMATORY GRANT OF SECURITY INTEREST

(Patents, Trademarks and Copyrights)

THIS CONFIRMATORY GRANT OF SECURITY INTEREST, dated as of March 31, 2022 is executed by Bachelor Controls, Inc., a Kansas corporation ("Bachelor Controls"), in favor of CIBC Bank USA (the "Lender").

A. Pursuant to that certain Loan and Security Agreement dated as of December 16, 2021, by and among MKD Electric, LLC, a Delaware limited liability company ("MKD"), Powercor Services LLC, a Delaware limited liability company ("Powercor"), XSTele.com, LLC, a Delaware limited liability company ("XST"); MKD, Powercor and XST, are each an "Original Borrower" and collectively as "Original Borrowers") and Lender, as amended by that certain First Amendment and Joinder Agreement of even date herewith by and among Original Borrowers, Bachelor Controls, Inc., a Kansas corporation ("Bachelor Controls"; Original Borrowers and Bachelor Controls are each a "Borrower" and collective "Borrowers") and Lender, as the same may from time to time be amended, restated, supplemented or otherwise modified from time to time (as amended, the "Loan Agreement"), the Lenders have agreed to extend certain credit facilities to Borrower upon the terms and subject to the conditions set forth therein.

B. Bachelor Controls has adopted, used and is using: (i) the trademarks and trademark applications described on Schedule A annexed hereto and made a part hereof, which trademarks and trademark applications are pending or registered in the United States Patent and Trademark Office (collectively, the "Trademarks"), (ii) the inventions described and claimed in the patents and patent applications described on Schedule B attached hereto and made a part hereof, which patents and patent applications are pending or registered in the United States Patent and Trademark Office (collectively, the "Patents") and (iii) the copyrights and copyright applications described on Schedule C attached hereto and made a part hereof, which copyrights and copyright applications are pending or registered in the United States Copyright Office (collectively, the "Copyrights")

C. Pursuant to the Loan Agreement and a certain Intellectual Property Security Agreement dated as of December 16, 2021 (as heretofore and hereafter amended, the "Security Agreement"), Bachelor Controls has granted to Lender a security interest in all right, title and interest of Bachelor Controls in and to, among other things, all of patents, trademarks and copyrights, including the Patents, Trademarks and Copyrights, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Bachelor Controls does hereby further grant to the Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Bachelor Controls does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Bachelor Controls has caused this Confirmatory Grant of Security Interest to be executed as of the day and year first above written.

BACHELOR CONTROLS, INC.,
a Kansas corporation

By: Greg Rzonca
Greg Rzonca, Chief Executive Officer

[Signature page to Confirmatory Grant of Security Interest in Trademarks]

SCHEDULE A

TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Owner Information</u>
BCI AUTOPILOT®	September 14, 2004	2884748	Bachelor Controls, Inc.

TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>	<u>Owner Information</u>
None.			

SCHEDULE B

PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE C

COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.