

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM722315

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCHUMACHER ELECTRIC CORPORATION		04/19/2022	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Collateral Agent		
Street Address:	311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Serial Number:	77844783	AUTO VOLTAGE DETECTION	
Serial Number:	75900352	BATTERY COMPANION	
Serial Number:	86559152	BLUE-FUEL	
Serial Number:	78206749	CHARGE 'N RIDE	
Serial Number:	77206148	CHARGE XPRESS	
Serial Number:	78251866	COMPUTER SMART	
Serial Number:	86981227		
Serial Number:	77196853	DYNACHARGE	
Serial Number:	77206825	FARM & RANCH	
Serial Number:	86965140	FRR	
Serial Number:	97097857	KEEP IT ROLLING	
Serial Number:	77847724	MICROPROCESSOR CONTROLLED	
Serial Number:	77206818	MITYMITE	
Serial Number:	86832178	R	
Serial Number:	86980873	R	
Serial Number:	86981298	SCHULINK	
Serial Number:	86832054	SCHULINK	
Serial Number:	86653642	SCHULINK	
Serial Number:	86781124	SCHUMACHER	

CH \$715.00 77844783

Property Type	Number	Word Mark
Serial Number:	78290275	SCHUMACHER
Serial Number:	85667918	SCHUMACHER E L E C T R I C
Serial Number:	86781144	SCHUMACHER ELECTRIC CORP. SINCE 1947
Serial Number:	77844292	SCHUMACHER ELECTRIC CORP. SINCE 1947
Serial Number:	97164886	SCHUPOWER
Serial Number:	97164898	SCHUPOWER
Serial Number:	74500082	SHIP 'N SHORE
Serial Number:	77196978	SIGNATURE SERIES
Serial Number:	78247073	SPEEDCHARGE

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 3127646944

Email: TMaloney@KSLaw.com

Correspondent Name: Timothy Maloney

Address Line 1: 110 North Wacker Drive, Suite 3800

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	C/M#: 23772.515020
NAME OF SUBMITTER:	Timothy Maloney
SIGNATURE:	/Timothy Maloney/
DATE SIGNED:	04/19/2022

Total Attachments: 8

source=Trademark Security Agreement_Shumacher#page1.tif
source=Trademark Security Agreement_Shumacher#page2.tif
source=Trademark Security Agreement_Shumacher#page3.tif
source=Trademark Security Agreement_Shumacher#page4.tif
source=Trademark Security Agreement_Shumacher#page5.tif
source=Trademark Security Agreement_Shumacher#page6.tif
source=Trademark Security Agreement_Shumacher#page7.tif
source=Trademark Security Agreement_Shumacher#page8.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of April 19, 2022 by SCHUMACHER ELECTRIC CORPORATION, an Illinois Corporation (“**Grantor**”), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, in its capacity as collateral agent pursuant to the Security Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, Grantor is party to a Pledge and Security Agreement dated as of April 19, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used and not defined herein have the meanings given to them in the Security Agreement (including by cross reference to the Credit Agreement defined therein).

SECTION 2. Grant of Security Interest in Trademark Collateral: As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, Grantor hereby pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and a continuing Lien on, all such Grantor’s right, title or interest in or to all registered Trademarks and pending applications for Trademarks listed on Schedule A attached hereto together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided* that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of each Grantor, execute,

acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature pages follow.]

SCHUMACHER ELECTRIC CORPORATION.,
as Grantor

DocuSigned by:
Mickey Leech
By: _____
Name: Mickey Leech
Title: Chief Executive Officer

MONROE CAPITAL MANAGEMENT ADVISORS,
LLC, as Collateral Agent

DocuSigned by:

Walter Williams



By: _____



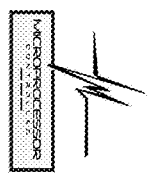

D4G62G31FDG3405...

Name: Walter Williams




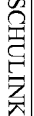



Title: Vice President




SCHEDULE A
Trademark and Trademark Applications

Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
 AUTO VOLTAGE DETECTION (and Design)	U.S. Federal	77844783	08-OCT-2009	3806182	22-JUN-2010	Registered	Schumacher Electric Corporation
 BATTERY COMPANION	U.S. Federal	75900352	19-JAN-2000	2460511	12-JUN-2001	Registered	Schumacher Electric Corporation
 BLUE-FUEL (and Design)	U.S. Federal	86559152	10-MAR-2015	4844692	03-NOV-2015	Registered	Schumacher Electric Corporation
 Fuel							
CHARGE 'N RIDE	U.S. Federal	78206749	24-JAN-2003	2957961	31-MAY-2005	Registered	Schumacher Electric Corporation
CHARGE XPRESS	U.S. Federal	77206148	14-JUN-2007	3375809	29-JAN-2008	Registered	Schumacher Electric Corporation
COMPUTER SMART	U.S. Federal	78251866	20-MAY-2003	3009741	25-OCT-2005	Registered	Schumacher Electric Corporation
Design Only	U.S. Federal	86981227	25-NOV-2015	5130521	24-JAN-2017	Registered	Schumacher Electric Corporation
							

Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
	U.S. Federal	77196853	04-JUN-2007	3441976	03-JUN-2008	Registered	Schumacher Electric Corporation
FARM & RANCH	U.S. Federal	77206825	15-JUN-2007	3375811	29-JAN-2008	Registered	Schumacher Electric Corporation
FR (and Design)	U.S. Federal	86965140	05-APR-2016	5117878	10-JAN-2017	Registered	Schumacher Electric Corporation
	U.S. Federal	97097857	28-OCT-2021			Pending	Schumacher Electric Corporation
MICROPROCESSOR CONTROLLED (and Design)	U.S. Federal	77847724	13-OCT-2009	3802529	15-JUN-2010	Registered	Schumacher Electric Corporation
							
MITTYMITE	U.S. Federal	77206818	15-JUN-2007	3375810	29-JAN-2008	Registered	Schumacher Electric Corporation
R (and Design)	U.S. Federal	86832178	25-NOV-2015	5224008	13-JUN-2017	Registered	Schumacher Electric Corporation
							

¹ ITU application.

Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
 R (and Design)	U.S. Federal	86980873	25-NOV-2015	5125887	17-JAN-2017	Registered	Schumacher Electric Corporation
 SCHULINK	U.S. Federal	86981298	25-NOV-2015	5138998	07-FEB-2017	Registered	Schumacher Electric Corporation
 SCHULINK	U.S. Federal	86832054	25-NOV-2015	5224006	13-JUN-2017	Registered	Schumacher Electric Corporation
 SCHULINK (and Design)	U.S. Federal	86653642	05-JUN-2015	5028224	23-AUG-2016	Registered	Schumacher Electric Corporation
 SCHUMACHER (and Design)	U.S. Federal	86781124	07-OCT-2015	4964453	24-MAY-2016	Registered	Schumacher Electric Corporation
 SCHUMACHER (and Design)	U.S. Federal	78290275	21-AUG-2003	2895635	19-OCT-2004	Registered	Schumacher Electric Corporation
 SCHUMACHER E L E C T R I C (and Design)	U.S. Federal	85667918	03-JUL-2012	4363563	09-JUL-2013	Registered	Schumacher Electric Corporation

Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
	U.S. Federal	86781144	07-OCT-2015	4987206	28-JUN-2016	Registered	Schumacher Electric Corporation
SCHUMACHER ELECTRIC CORP. SINCE 1947 (and Design)	U.S. Federal	77844292	08-OCT-2009	3802494	15-JUN-2010	Registered	Schumacher Electric Corporation
	U.S. Federal	97164886 ²	09-DEC-2021			Pending	Schumacher Electric Corporation
SCHUPOWER (and Design)	U.S. Federal	97164898 ³	09-DEC-2021			Pending	Schumacher Electric Corporation
	U.S. Federal	74500082	10-MAR-1994	1880485	28-FEB-1995	Registered	Schumacher Electric Corporation
SHIP 'N SHORE	U.S. Federal	77196978	04-JUN-2007	3380821	12-FEB-2008	Registered	Schumacher Electric Corporation
SIGNATURE SERIES (and Design)	U.S. Federal	78247073	08-MAY-2003	2953850	17-MAY-2005	Registered	Schumacher Electric Corporation
<i>Signature Series</i>	U.S. Federal						

² ITU Application.

³ ITU Application.