

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724653

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IES HOLDINGS, INC.		04/28/2022	Corporation: DELAWARE
WEDLAKE FABRICATING, INC.		04/28/2022	Corporation: OKLAHOMA
MAGNETECH INDUSTRIAL SERVICES, INC.		04/28/2022	Corporation: INDIANA
TECHNIBUS, INC.		04/28/2022	Corporation: DELAWARE
IES RESIDENTIAL, INC.		04/28/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT		
Street Address:	8601 N Scottsdale Rd, 2nd Ste. 240, MAC S4035-029		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85253		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3848280	IES	
Registration Number:	1760417	IES	
Registration Number:	5170168	IES RESIDENTIAL	
Registration Number:	4513667	WE POWER PROGRESS	
Registration Number:	2801915	MAGNETRAC	
Registration Number:	3061583	TOTAL MOTOR MANAGEMENT	
Registration Number:	1794174	TECHNIBUS	
Registration Number:	5773034	CARDINAL AIR SERVICES	
Registration Number:	5767161	CA CARDINAL AIR SERVICES	
Registration Number:	5779066	SHANAHAN MECHANICAL AND ELECTRICAL	
Registration Number:	5779051	FREEMAN ENCLOSURE SYSTEMS	
Registration Number:	5810306	FREEMAN ENCLOSURE SYSTEMS	
Registration Number:	5791815	SOUTHERN REWINDING AND SALES	
Registration Number:	5817075	SOUTHERN REWINDING INDUSTRIAL SALES & SE	

OP \$465.00 3848280

Property Type	Number	Word Mark
Registration Number:	5797259	CALUMET ARMATURE
Registration Number:	5797260	CALUMET ARMATURE ELECTRIC CAE
Registration Number:	5810307	NEXT ELECTRIC
Registration Number:	5810308	NEXT ELECTRIC

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1989.520

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 04/28/2022

Total Attachments: 9

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**AMENDED AND RESTATED
PATENT AND TRADEMARK SECURITY AGREEMENT**

This AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (this "Patent and Trademark Security Agreement") is made this 28th day of April, 2022, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of April 28, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among IES HOLDINGS, INC., a Delaware corporation, as parent ("Parent"), the subsidiaries of Parent identified on the signature pages thereto as "Borrowers" and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof (including Parent, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of April 28, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement");

WHEREAS, the Grantors and Wells Fargo are parties to that certain Patent and Trademark Security Agreement dated as of August 9, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Original Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent and Trademark Security Agreement .

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

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined

therein, in the Credit Agreement, and this Patent and Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent and Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule II;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

4. SECURITY FOR SECURED OBLIGATIONS. This Patent and Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent and Trademark Security Agreement secures the payment

of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

5. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent and Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent and Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

6. AUTHORIZATION TO SUPPLEMENT. (a) If any Grantor shall obtain rights to any new trademarks, the provisions of this Patent and Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent and Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent and Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I, and (b) if any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule II to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule II shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule II.

7. COUNTERPARTS. This Patent and Trademark Security Agreement is a Loan Document. This Patent and Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent and Trademark Security Agreement. Delivery of an executed counterpart of this Patent and Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent and Trademark Security Agreement. Any party delivering an executed counterpart of this Patent and Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent and Trademark

Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent and Trademark Security Agreement .

8. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT AND TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

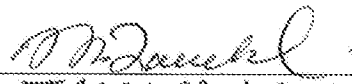
9. Amendment and Restatement. This Patent and Trademark Security Agreement amends and restates in its entirety the Original Agreement. Each Grantor acknowledges that the grants, pledges and collateral assignments of Liens and security interests made by each Grantor to Lender in the Original Agreement, remain continuous, in full force and effect, and are reaffirmed hereby to secure the payment and performance of the Secured Obligations.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent and Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


**IES HOLDINGS, INC.
WEDLAKE FABRICATING, INC.
MAGNETECH INDUSTRIAL SERVICES, INC.
TECHNIBUS, INC.
IES RESIDENTIAL, INC.**

By: 
Name: TRACY MCLAUGHLIN
Title: VP, CFO & Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: 
Name: Michael Beard
Its Authorized Signatory