

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM725762

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
E&I Engineering USA Corporation		04/29/2022	Corporation: SOUTH CAROLINA
E&I Engineering Corporation		04/29/2022	Corporation: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UMB Bank, National Association, as Collateral Agent		
<b>Street Address:</b>	5555 San Felipe Street		
<b>Internal Address:</b>	Suite 870		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77056		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6147703	POWERBAR PB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<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>			
<b>Phone:</b>	2124553086		
<b>Email:</b>	jmull@stblaw.com		
<b>Correspondent Name:</b>	Ignacio Perez		
<b>Address Line 1:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	086251/1017		
<b>NAME OF SUBMITTER:</b>	J. Jason Mull		
<b>SIGNATURE:</b>	/J. Jason Mull/		
<b>DATE SIGNED:</b>	05/04/2022		
<b>Total Attachments: 5</b>			
source=Vertiv - E&I - Trademark Security Agreement (Executed)(131385626.4)#page1.tif			

CH \$40.00 6147703

source=Vertiv - E&I - Trademark Security Agreement (Executed)(131385626.4)#page2.tif

source=Vertiv - E&I - Trademark Security Agreement (Executed)(131385626.4)#page3.tif

source=Vertiv - E&I - Trademark Security Agreement (Executed)(131385626.4)#page4.tif

source=Vertiv - E&I - Trademark Security Agreement (Executed)(131385626.4)#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 29, 2022, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of UMB Bank, National Association, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Joinder Agreement, dated as of the date hereof, among each Grantor and the Collateral Agent, the Grantors are party to that certain Security Agreement, dated as of October 22, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Marks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office (“PTO”) on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);
- (b) all goodwill associated with such Marks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Collateral).

SECTION 3. 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 Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks 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. 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 payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks 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.

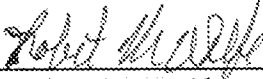
SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND ALL DISPUTES BETWEEN THE PARTIES UNDER OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR THE FACTS OR CIRCUMSTANCES LEADING TO ITS EXECUTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[signature pages follow]

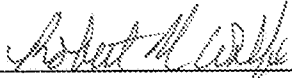
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**E&I ENGINEERING USA CORPORATION,**

By:   
Name: Robert M. Wolfe  
Title: Director, Vice President and Secretary

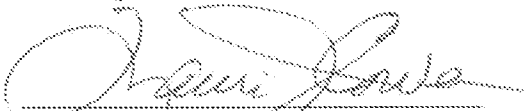
**E&I ENGINEERING CORPORATION,**

By:   
Name: Robert M. Wolfe  
Title: Director, Vice President and Secretary

[Signature Page to Trademark Security Agreement]

Accepted and Agreed to:

UMB BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name: Maari J. Cowen  
Title: Sr. Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007712 FRAME: 0420**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b>Owner of Record</b>	<b>Mark</b>	<b>Application Number</b>	<b>Registration Number</b>
E&I Engineering USA Corporation <sup>1</sup>	POWERBAR PB (Stylized/Design)	87217398	6147703

---

<sup>1</sup> Company in process of updating record ownership from E&I Engineering Ireland, Ltd. to E&I Engineering USA Corporation.