

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730881

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL Trademark Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D&D Power, LLC		05/27/2022	Limited Liability Company: NEW YORK
TechCom International Buyer, LLC		05/27/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	111 W. Monroe St., 20th Floor West		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3430138	THE POWER TO PROVIDE	
Registration Number:	4252721	TECHCOM	
Registration Number:	4252722	TCI	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	2024547625		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Julia Birgen		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1693458 TM2		
NAME OF SUBMITTER:	Jonathan R. Larson		
SIGNATURE:	/Jonathan R. Larson/		

OP \$90.00 3430138

DATE SIGNED:	05/27/2022
---------------------	------------

Total Attachments: 5

source=05. Westinghouse - ABL Trademark Agreement - ABL (Executed)#page3.tif

source=05. Westinghouse - ABL Trademark Agreement - ABL (Executed)#page4.tif

source=05. Westinghouse - ABL Trademark Agreement - ABL (Executed)#page5.tif

source=05. Westinghouse - ABL Trademark Agreement - ABL (Executed)#page6.tif

source=05. Westinghouse - ABL Trademark Agreement - ABL (Executed)#page7.tif

ABL TRADEMARK SECURITY AGREEMENT dated as of May 27, 2022 (this “Agreement”), among D&D Power, LLC, a New York limited liability company (“D&D”) and TechCom International Buyer, LLC, a Delaware limited liability company (“TechCom” and together with D&D, collectively, the “Grantors” and each individually, a “Grantor”) and BANK OF MONTREAL, as Administrative Agent (in such capacity, the “Administrative Agent”).

Reference is made to the US Collateral Agreement dated as of August 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantors, the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantors granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined herein). Pursuant to the Collateral Agreement, the Grantors agreed to execute and deliver this Agreement in order to record the security interest granted to the Administrative Agent with the USPTO. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified (including specified by reference) in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States Trademark registrations and Trademark applications listed on Schedule I attached hereto, but excluding any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege to Use” with respect thereto, together with (a) all renewals or extensions thereof, (b) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, and (c) all Proceeds of the foregoing, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark Collateral.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date or the release of a Grantor from its obligations under the Collateral Agreement pursuant to Section 5.13 of the Collateral Agreement, the security interest granted herein shall automatically terminate and the Administrative Agent shall execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien, and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this

Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

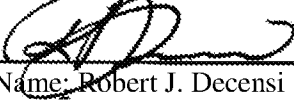
SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 7. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this ABL Trademark Security Agreement with the U.S. Patent and Trademark Office.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

D&D POWER, LLC, as Grantor

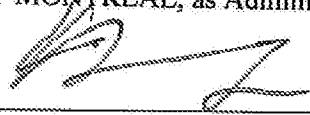
By: 
Name: Robert J. Decensi
Title: Chief Executive Officer

TECHCOM INTERNATIONAL BUYER, LLC, as Grantor

By: 
Name: Robert J. Decensi
Title: Chief Executive Officer

BANK OF MONTREAL, as Administrative Agent

By:



Name: Ran Li

Title: Vice President

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 007736 FRAME: 0113

TRADEMARK COLLATERAL

Owner Name	Trademark	Status	Application Date	Application Number	Registration Date	Registration Number
D&D Power, LLC	THE POWER TO PROVIDE	Registered	8/27/2007	77265224	5/20/2008	3430138
Techcom International Buyer, LLC	TECHCOM	Registered	10/18/2011	85450418	12/4/2012	4252721
Techcom International Buyer, LLC	TCI	Registered	10/18/2011	85450430	12/4/2012	4252722