

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742724

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IEM Holdings Group Inc.		06/01/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank, as Agent		
Street Address:	39200 Six Mile Road		
Internal Address:	MC 7578		
City:	Livonia		
State/Country:	UNITED STATES		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5524936	IEM POWER SYSTEMS	
Registration Number:	5523283	IEM MARINE	
Registration Number:	5512547	IEM	
Registration Number:	5446887	IEM POWER SYSTEMS	
Registration Number:	5442689	IPT INNOVATIVE POWER TECHNOLOGY	
Registration Number:	5442688	IEMMARINE MARINE SWITCHBOARDS AND CONTRO	
Registration Number:	5431977	VESTA-AR	
Registration Number:	5422844	IEM	
Registration Number:	5417953	IEM	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	trademarks@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		

OP \$240.00 5524936

NAME OF SUBMITTER:	Susan M. Kornfield
SIGNATURE:	/susan m. kornfield/
DATE SIGNED:	07/21/2022
Total Attachments: 7 source=The New IEM - executed Intellectual Property Security Agreement (Trademarks)#page1.tif source=The New IEM - executed Intellectual Property Security Agreement (Trademarks)#page2.tif source=The New IEM - executed Intellectual Property Security Agreement (Trademarks)#page3.tif source=The New IEM - executed Intellectual Property Security Agreement (Trademarks)#page4.tif source=The New IEM - executed Intellectual Property Security Agreement (Trademarks)#page5.tif source=The New IEM - executed Intellectual Property Security Agreement (Trademarks)#page6.tif source=The New IEM - executed Intellectual Property Security Agreement (Trademarks)#page7.tif	

AGREEMENT

(Trademark)
(IEM Holdings Group Inc.)

THIS AGREEMENT (TRADEMARK) (this “Agreement”), dated as of June 1, 2022, between the undersigned (“Debtor”) and Comerica Bank, as Administrative Agent for the Lenders (as defined below) (“Secured Party”).

WITNESSETH

A. WHEREAS, pursuant to that certain Amended and Restated Revolving Credit and Term Loan Agreement dated as of April 27, 2020 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”) by and among THE NEW IEM, LLC, a California limited liability company (“IEM”) and THE NEW IEM POWER SYSTEMS, LLC, a Florida limited liability company (“Power” and together with IEM and each other party that shall join from time to time as a borrower hereunder, each individually and collectively “Borrower”), the financial institutions from time to time signatory thereto (individually a “Lender”, and any and all such financial institutions collectively the “Lenders”) and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered that certain Security Agreement, dated as of April 27, 2020, to the Secured Party (as amended or otherwise modified from time to time, the “Security Agreement”); and

C. WHEREAS, pursuant to that certain (i) Assignments of Trademarks (“U.S. Assignment”) and (ii) that certain Assignment of Trademarks (Canadian Trademarks) (collectively, the “Assignment Agreements”) by and between Debtor and ABD EL & Jake Holdings, LLC (“Assignor”), each dated March 9, 2022, Debtor (i) acquired Assignor’s entire rights, title and interest in and to the trademarks identified in Schedule 1.1 attached hereto (“Trademarks”) pursuant to the terms of the Assignment Agreements and (ii) filed the U.S. Assignment with the United States Patent and Trademark Office.

D. WHEREAS, as a condition precedent to the Lenders continuing to make Advances under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, the Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

Notwithstanding anything to the contrary herein, Trademark Collateral shall not include any Excluded Property.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and the Canadian Intellectual Property Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. [Reserved].

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. Any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall control.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

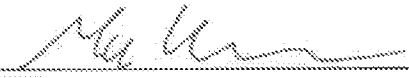
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

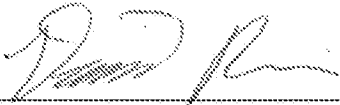
DEBTOR:

IEM HOLDINGS GROUP INC.

By: 
Name: Matthew Clayton Such
Title: Chief Operating Officer

SECURED PARTY:

COMERICA BANK, as Agent

By: 
Name: David J. Perrizo
Its: Vice President

SCHEDULE 1.1

TRADEMARK COLLATERAL

U.S. TRADEMARKS

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
IEM POWER SYSTEMS	87/758160	1/17/2018	5,524,936	7/24/2018
IEM MARINE	87/701549	11/29/2017	5,523,283	7/24/2018
IEM	87/701701	11/29/2017	5,512,547	7/10/2018
	87/565692	8/11/2017	5,446,887	4/17/2018
	87/565716	8/11/2017	5,442,689	4/10/2018
	87/565639	8/11/2017	5,442,688	4/10/2018
VESTA-AR	87/565738	8/11/2017	5,431,977	3/27/2018
	87/565430	8/11/2017	5,422,844	3/13/2018
	87/565396	8/11/2017	5,417,953	3/6/2018

CANADIAN TRADEMARKS

Owner	Trademark	Application No.	Registration No.
IEM HOLDINGS GROUP INC.	IEMMARINE MARINE SWITCHBOARDS AND CONTROL SYSTEMS & Design	1877299	
IEM HOLDINGS GROUP INC.	IEM CANADA & Design	1877302	
IEM HOLDINGS GROUP INC.	VESTA-AR Stylized	1877303	
IEM HOLDINGS GROUP INC.	IEM Industrial Electric Mfg	1877317	
IEM HOLDINGS GROUP INC.	IEM MARINE	1877320	
IEM HOLDINGS GROUP INC.	IEM POWER SYSTEMS	1877319	
IEM HOLDINGS GROUP INC.	IEM POWER SYSTEMS & Design	1877296	
IEM HOLDINGS GROUP INC.	IEM POWER SYSTEMS & Design	1877297	
IEM HOLDINGS GROUP INC.	IEMMARINE MARINE SWITCHBOARDS AND CONTROL SYSTEMS & Design	1877298	
IEM HOLDINGS GROUP INC.	IEM & Design	1877300	
IEM HOLDINGS GROUP INC.	IEM & Design	1877301	
IEM HOLDINGS GROUP INC.	IEM	1877315	