

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747855

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pike Enterprises, LLC		07/12/2022	Limited Liability Company: NORTH CAROLINA
Pike Engineering, LLC		07/12/2022	Limited Liability Company: NORTH CAROLINA
Entregado Group, Inc.		07/12/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Administrative Agent		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3126286	PIKE	
Registration Number:	2316744	PIKELINE	
Registration Number:	2259952	PIKE ELECTRIC	
Registration Number:	1676118		
Registration Number:	1676117	PIKE	
Registration Number:	3838686	UC SYNERGETIC	
Registration Number:	6108450	ENTREGADO GROUP	
Serial Number:	90772357	SAFETY INTEGRITY SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		

OP \$215.00 3126286

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 1761793 TM

NAME OF SUBMITTER: Sonya Jackman

SIGNATURE: /Sonya Jackman/

DATE SIGNED: 08/11/2022

Total Attachments: 6

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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“**Agreement**”), effective as of July 12, 2022 is made by Pike Enterprises, LLC, a North Carolina limited liability company, Pike Engineering, LLC, a North Carolina limited liability company and Entregado Group, Inc., a Delaware corporation (each a “**Grantor**”, and collectively, the “**Grantors**”), in favor of Morgan Stanley Senior Funding, Inc., as Administrative Agent (the “**Agent**”) for the Secured Parties, parties to the Second Lien Credit Agreement, dated as of July 1, 2022 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Pike Corporation (the “**Borrower**”), Pike Group, Inc., the Domestic Subsidiaries of the Borrower from time to time parties to the Credit Agreement, the several banks and other financial institutions party thereto from time to time (the “**Lenders**”) and Morgan Stanley Senior Funding, Inc., as Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make Term Loans to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain other Subsidiaries of the Borrower have executed and delivered the Security Agreement, dated as of July 1, 2022, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, each Grantor pledged, assigned and granted to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in the Collateral, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Term Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees, on behalf of and for the ratable benefit of the Secured Parties, 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 or provided by reference in the Credit Agreement and the Security Agreement.

Section 2. *Grant of Security Interest.* Each Grantor hereby pledges and grants a security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent on behalf of and for the ratable benefit of the Secured Parties to secure payment, performance and observance of the Secured Obligations. This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything to the contrary, the Trademark shall not include, and in no event shall the security interest attach to, any intent-to-use trademark applications filed in the United States

Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

Section 3. *Purpose.* This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

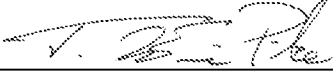
Section 4. *Acknowledgment.* Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. *Counterparts.* This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature pages follow]

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.

Pike Enterprises, LLC

By: 
Name: J. Eric Pike
Title: Chairman, Chief Executive
Officer and President

Pike Engineering, LLC

By: _____
Name: Cameron P. Cobb
Title: Treasurer

Entregado Group, Inc.

By: _____
Name: Cameron P. Cobb
Title: Treasurer

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.

Pike Enterprises, LLC

By: _____
Name: J. Eric Pike
Title: Chairman, Chief Executive
Officer and President

Pike Engineering, LLC

By: *Cameron P. Cobb*
Name: Cameron P. Cobb
Title: Treasurer

Entregado Group, Inc.



By: *Cameron P. Cobb*
Name: Cameron P. Cobb
Title: Treasurer

Morgan Stanley Senior Funding, Inc.
as Administrative Agent

By: 
Name: Lisa Hanson
Title: Executive Director

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS:

Mark Name	App. No. (Date)	Reg. No. (Date)	Record Owner
PIKE	78/676,923 (7/24/2005)	3,126,286 (8/8/2006)	Pike Enterprises, LLC
PIKELINE	75/666,476 (3/23/1999)	2,316,744 (2/8/2000)	Pike Enterprises, LLC
PIKE ELECTRIC	75/367,844 (10/3/1997)	2,259,952 (7/6/1999)	Pike Enterprises, LLC
Pike Power Pole Logo 	74/081,285 (7/23/1990)	1,676,118 (2/18/1992)	Pike Enterprises, LLC
PIKE (Stylized) 	74/081,284 (7/23/1990)	1,676,117 (2/18/1992)	Pike Enterprises, LLC
UC SYNERGETIC	77/666,019 (2/9/2009)	3,838,686 (8/24/2010)	Pike Engineering, LLC
ENTREGADO GROUP	88/007,628 (6/20/2018)	6,108,450 (7/21/2020)	Entregado Group, Inc.

UNITED STATES TRADEMARK APPLICATIONS:

Mark Name	App. No. (Date)	Reg. No. (Date)	Record Owner
SAFETY INTEGRITY SOLUTIONS	90/772,357 (06/14/2021)	N/A	Pike Enterprises, LLC

FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS:

None.