

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758685

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| SEQUENCE: | 3 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Central Electric Company LLC (f/k/a Central Electric Company) | | 09/30/2022 | Corporation: MISSOURI |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A., as Administrative Agent | | |
| Street Address: | 900 Building, 900 W Trade Street | | |
| Internal Address: | Gateway Village | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28255 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2164555 | POWERAISLE | |
| Registration Number: | 3837210 | POWERAISLE II | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7147558290 | | |
| <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: | 714-540-1235 | | |
| Email: | ipdocket@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP | | |
| Address Line 1: | 650 Town Center Drive, Suite 2000 | | |
| Address Line 4: | Costa Mesa, CALIFORNIA 92626 | | |
| ATTORNEY DOCKET NUMBER: | 039948-0025 | | |
| NAME OF SUBMITTER: | Anna T Kwan | | |
| SIGNATURE: | /atk/ | | |
| DATE SIGNED: | 09/30/2022 | | |
| Total Attachments: 5 | | | |

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2022 (this “Agreement”), made by AZZ Enclosure Systems – Chattanooga LLC, a Delaware limited liability company, AZZ WSI LLC, a Delaware limited liability company, and Central Electric Company LLC, a Missouri limited liability company (f/k/a Central Electric Company, a Missouri corporation), (each a “Pledgor”, and collectively, the “Pledgors”), in favor of Bank of America, N.A., as Administrative Agent (as defined below).

Reference is made to the Security Agreement, dated as of September 30, 2022 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Security Agreement”), between the Pledgors, the other Grantors from time to time party thereto and Bank of America, N.A., as administrative agent (together with its successors and permitted assigns in such capacity, the “Administrative Agent”) for the Secured Parties (as defined therein).

The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, each Pledgor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Pledgor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the “IP Collateral”):

- (i) all Trademarks, including those listed on Schedule I;
- (ii) and all products and Proceeds thereof.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance of, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. This Agreement may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Agreement. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Administrative Agent of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention.

SECTION 5. *Governing Law.* THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED

UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature Pages Follow]

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

AZZ ENCLOSURE SYSTEMS – CHATTANOOGA
LLC,
as a Pledgor

By: Shekhar Varanasi
Name: Shekhar Varanasi
Title: Vice President

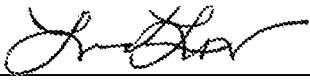
AZZ WSI LLC,
as a Pledgor

By: Shekhar Varanasi
Name: Shekhar Varanasi
Title: Vice President

CENTRAL ELECTRIC COMPANY LLC,
as a Pledgor

By: Shekhar Varanasi
Name: Shekhar Varanasi
Title: Vice President

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Linda Lov
Title: Vice President

Schedule I

Trademarks

| <u>Company</u> | <u>Title</u> | <u>Filing Date/Issued Date</u> | <u>Status</u> | <u>Application/ Registration No.</u> |
|--|---------------|--|---------------|--|
| AZZ Enclosure Systems - Chattanooga LLC | LECTRUS | 12/01/2009 | Registered | 3719884 |
| AZZ Enclosure Systems - Chattanooga LLC | LECTRUS | 9/28/2010 | Registered | 3853277 |
| AZZ Enclosure Systems - Chattanooga LLC | LECTRUS | 9/28/2010 | Registered | 3853290 |
| AZZ WSI LLC | WSI | 11/7/2006 | Registered | 3167619 |
| AZZ WSI LLC | WSI | 6/26/2007 | Registered | 3254791 |
| AZZ WSI LLC | UNIFUSE | 7/8/1997 | Registered | 2076968 |
| AZZ WSI LLC | UNIFUSE | 7/8/1997 | Registered | 2076969 |
| Central Electric Company LLC | POWERAISLE | 06/09/1998 | Active | 2164555 |
| Central Electric Company LLC | POWERAISLE II | 08/24/2010 | Active | 3837210 |