

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761216

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MACLEAN POWER, L.L.C.		10/11/2022	Limited Liability Company: DELAWARE
MACLEAN SENIOR INDUSTRIES, L.L.C.		10/11/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION, as the Collateral Agent
Street Address:	3033 Wilson Boulevard Suite 490
City:	Arlington
State/Country:	VIRGINIA
Postal Code:	22201
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	5261400	ARMORLOCK
Registration Number:	1076808	DUCKBILL
Registration Number:	2797555	DUCKBILL EARTH ANCHORS
Registration Number:	1274767	F
Registration Number:	1465144	MANTA RAY
Registration Number:	3799438	MANTA RAY AND EARTH ANCHOR SYSTEMS
Registration Number:	2528793	MP
Registration Number:	2369049	STINGRAY
Registration Number:	3799437	STINGRAY AND EARTH ANCHOR SYSTEMS
Registration Number:	2947854	STRANLINK
Registration Number:	561306	STRANLINK
Registration Number:	2980923	STRANVISE
Registration Number:	561307	STRANVISE
Registration Number:	3777626	STRENGTH SQUARED
Registration Number:	4461618	SURGE TEC
Registration Number:	3861717	TURBO DRIVE
Registration Number:	725802	WIRELINK

OP \$540.00 5261400

Property Type	Number	Word Mark
Registration Number:	717743	WIREWISE
Registration Number:	2304616	Z FORCE
Registration Number:	1481378	SR
Registration Number:	1475726	SENIOR

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

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:	1809215 TM
NAME OF SUBMITTER:	Leanne Honig
SIGNATURE:	/Leanne Honig/
DATE SIGNED:	10/14/2022

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT dated as of October 11, 2022 (this “Agreement”), among MACLEAN POWER, L.L.C. and MACLEAN SENIOR INDUSTRIES, L.L.C. (each a “Grantor” and together, the “Grantors”) and ARES CAPITAL CORPORATION, as the Collateral Agent.

Reference is made to (a) the Credit Agreement dated as of October 11, 2022 (the “Credit Agreement”), among FARADAY INTERMEDIATE, LLC, a Delaware limited liability company (“Initial Holdings”), FARADAY BUYER, LLC, a Delaware limited liability company (the “Borrower”), the Lenders party thereto and ARES CAPITAL CORPORATION, as Administrative Agent and Collateral Agent and (b) the First Lien Collateral Agreement, dated as of October 11, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Initial Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. 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 in the Collateral Agreement or the Credit Agreement, as applicable. 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 Collateral 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 all of its United States Trademarks, including those set forth on Schedule I attached hereto (but in all cases excluding the Excluded Assets) (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, 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. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the limitations and provisions of any Intercreditor Agreement. In the event of any conflict between the terms of any Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

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

MACLEAN POWER, L.L.C., a Delaware limited liability company, as Grantor

By: steve scharnhorst
Name: Steven Scharnhorst
Title: President

MACLEAN SENIOR INDUSTRIES, L.L.C., a Delaware limited liability company, as Grantor

By: _____
Name: Joseph Francaviglia
Title: President

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

MACLEAN POWER, L.L.C., a Delaware limited liability company, as Grantor

By: _____

Name: Steven Scharnhorst

Title: President

MACLEAN SENIOR INDUSTRIES, L.L.C., a Delaware limited liability company, as Grantor

By: _____


Name: Joseph Frangaglia

Title: President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT




TRADEMARK
REEL: 007866 FRAME: 0106



ARES CAPITAL CORPORATION, as Collateral Agent


By: 
Name: Scott Lem
Title: Authorized Signatory

Schedule I

Trademark Applications and Registrations:

Owner	Country	Mark	Applicati on No.	Filing Date	Registration No.	Registration Date
MacLean Power, L.L.C.	United States of America	ARMORLOCK	86126463	11/22/2013	5261400	8/8/2017
MacLean Power, L.L.C.	United States of America	DUCKBILL	73115570	2/14/1977	1076808	11/8/1977
MacLean Power, L.L.C.	United States of America	DUCKBILL EARTH ANCHORS and Design 	78154248	8/14/2002	2797555	12/23/2003
MacLean Power, L.L.C.	United States of America	F Design 	73397571	9/30/1982	1274767	4/24/1984
MacLean Power, L.L.C.	United States of America	MANTA RAY	73653939	4/8/1987	1465144	11/17/1987
MacLean Power, L.L.C.	United States of America	MANTA RAY EARTH ANCHOR SYSTEMS and Design 	77858435	10/27/2009	3799438	6/8/2010

Owner	Country	Mark	Applicati on No.	Filing Date	Registration No.	Registration Date
MacLean Power, L.L.C.	United States of America	MP (Stylized) 	75436364	2/18/1998	2528793	1/15/2002
MacLean Power, L.L.C.	United States of America	STINGRAY	75329639	7/24/1997	2369049	7/18/2000
MacLean Power, L.L.C.	United States of America	STINGRAY EARTH ANCHOR SYSTEMS and Design 	77858371	10/27/2009	3799437	6/8/2010
MacLean Power, L.L.C.	United States of America	STRANLINK	78351137	1/13/2004	2947854	5/10/2005
MacLean Power, L.L.C.	United States of America	STRANLINK	71603545	9/14/1950	561306	7/8/1952
MacLean Power, L.L.C.	United States of America	STRANDWISE	78351149	1/13/2004	2980923	8/2/2005
MacLean Power, L.L.C.	United States of America	STRANDWISE	71604119	9/26/1950	561307	7/8/1952

Owner	Country	Mark	Applicati on No.	Filing Date	Registration No.	Registration Date
MacLean Power, L.L.C.	United States of America	STRENGTH SQUARED	77819896	9/3/2009	3777626	4/20/2010
MacLean Power, L.L.C.	United States of America	SURGE TEC	85918928	4/30/2013	4461618	1/7/2014
MacLean Power, L.L.C.	United States of America	TURBO DRIVE	77753481	6/5/2009	3861717	10/12/2010
MacLean Power, L.L.C.	United States of America	WIRELINK	72107285	10/27/1960	725802	1/2/1962
MacLean Power, L.L.C.	United States of America	WIREWISE	72107286	10/27/1960	0717743	7/4/1961
MacLean Power, L.L.C.	United States of America	Z FORCE	75354307	9/9/1997	2304616	12/28/1999
MACLEAN SENIOR INDUSTRIES, L.L.C.	United States of America	SR 	73648285	09-MAR- 1987	1481378	22-MAR- 1988
MACLEAN SENIOR INDUSTRIES, L.L.C.	United States of America	SENIOR	73648319	09-MAR- 1987	1475726	09-FEB-1988