

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM758900

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Louis Allis LLC		10/03/2022	Limited Liability Company: DELAWARE
Worldwide Electric Corporation LLC		10/03/2022	Limited Liability Company: DELAWARE
Georator LLC		10/03/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barings Finance LLC, as Administrative Agent		
<b>Street Address:</b>	300 South Tryon Street, Suite 2500		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2479662	LA	
<b>Registration Number:</b>	5135589	LOUIS ALLIS	
<b>Registration Number:</b>	4298026	INSTA-MOD	
<b>Registration Number:</b>	5656541	WORLD DRIVE	
<b>Registration Number:</b>	5345503	WORLD START	
<b>Registration Number:</b>	4494965	WORLDWIDE ELECTRIC CORP	
<b>Registration Number:</b>	5241143	ATHLON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>			
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2021 McKinney Ave., Suite 2000		

CH \$190.00 2479662

<b>Address Line 4:</b> Dallas, TEXAS 75201	
<b>ATTORNEY DOCKET NUMBER:</b>	034632-31320
<b>NAME OF SUBMITTER:</b>	Dusan Clark
<b>SIGNATURE:</b>	/Dusan Clark/
<b>DATE SIGNED:</b>	10/03/2022
<b>Total Attachments: 5</b> source=WWEC - AEA (Project Prestige) - Trademark Security Agreement 4864-6857-7846 1#page1.tif source=WWEC - AEA (Project Prestige) - Trademark Security Agreement 4864-6857-7846 1#page2.tif source=WWEC - AEA (Project Prestige) - Trademark Security Agreement 4864-6857-7846 1#page3.tif source=WWEC - AEA (Project Prestige) - Trademark Security Agreement 4864-6857-7846 1#page4.tif source=WWEC - AEA (Project Prestige) - Trademark Security Agreement 4864-6857-7846 1#page5.tif	

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 3, 2022 is made by Louis Allis LLC, a Delaware limited liability company ("Louis"), Worldwide Electric Corporation LLC, a Delaware limited liability company ("WWE") and Georator LLC, a Delaware limited liability company ("Georator") (each a "Grantor" and, collectively, the "Grantors"), in favor of Barings Finance LLC ("Barings"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders, the L/C Issuers (each as defined in the Credit Agreement referred to below), and itself as a Lender, and the other Credit Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement dated as of October 3, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrowers, Holdings, the other Loan Parties from time to time party thereto, the Administrative Agent and the Lenders and the L/C Issuers from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Credit Parties, and grants to the Administrative Agent for the benefit of the Credit Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall have full and complete responsibility for the prosecution, defense, enforcement or any other action in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

Louis Allis LLC, as Grantor

By: 

Name: James C. Taylor

Title: Chief Executive Officer

Worldwide Electric Corporation LLC, as Grantor

By: 

Name: James C. Taylor

Title: Chief Executive Officer and President

Georator LLC, as Grantor

By: 

Name: James C. Taylor

Title: Chief Executive Officer and President

ACCEPTED AND AGREED  
as of the date first above written:

BARINGS FINANCE LLC, as  
Administrative Agent

By: Brianne Ptacek

Name: Brianne Ptacek

Title: Managing Director

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Title	Jurisdiction / Status	Registration Date	Registration Number	Record Owner
	US/Active	2/7/2017	2479662	Louis Allis LLC
LOUIS ALLIS	US/Active	8/21/2001	5135589	Louis Allis LLC
INSTA-MOD	US/Active	3/5/2013	4298026	Worldwide Electric Corporation LLC
WORLD DRIVE	US/Active	1/15/2019	5656541	Worldwide Electric Corporation LLC
WORLD START	US/Active	11/28/2017	5345503	Worldwide Electric Corporation LLC
WORLDWIDE ELECTRIC CORP	US/Active	3/11/2014	4494965	Worldwide Electric Corporation LLC
ATHLON	US/Active	7/11/2017	5241143	Georator LLC