

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760399

| | |
|------------------------------|-------------------|
| 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: | Wells Fargo Bank, National Association |
| Street Address: | 10 South Wacker Drive |
| Internal Address: | 26th Floor |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| Entity Type: | National Banking Association: UNITED STATES |

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: | 0561306 | STRANLINK |
| Registration Number: | 2980923 | STRANDWISE |
| Registration Number: | 0561307 | STRANDWISE |
| Registration Number: | 3777626 | STRENGTH SQUARED |
| Registration Number: | 4461618 | SURGE TEC |
| Registration Number: | 3861717 | TURBO DRIVE |

OP \$540.00 5261400

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 0725802 | WIRELINK |
| Registration Number: | 0717743 | 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: 714.668.6200
Email: johnkline@paulhastings.com
Correspondent Name: John Kline
Address Line 1: 695 Town Center Drive
Address Line 2: Seventeenth Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

| | |
|---------------------------|----------------|
| NAME OF SUBMITTER: | John Kline |
| SIGNATURE: | /s/ John Kline |
| DATE SIGNED: | 10/11/2022 |

Total Attachments: 8

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ABL TRADEMARK SECURITY AGREEMENT

ABL TRADEMARK SECURITY AGREEMENT dated as of October 11, 2022 (this “Agreement”), among MACLEAN POWER, L.L.C., a Delaware limited liability company (“MacLean Power”) and MACLEAN SENIOR INDUSTRIES, L.L.C., a Delaware limited liability company (together with MacLean Power, each, individually, a “Grantor” and collectively, the “Grantors”) and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent.

Reference is made to (a) the ABL Credit Agreement dated as of October 11, 2022 (the “Credit Agreement”), among FARADAY INTERMEDIATE, LLC, a Delaware limited liability company (“Holdings”), FARADAY BUYER, LLC, a Delaware limited liability company (“Parent Borrower”), the other Co-Borrowers party thereto, each Lender from time to time party thereto and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent and as Collateral Agent and (b) the ABL 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 Holdings, the Parent Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Co-Borrowers subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Parent Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued 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. Execution of any such counterpart may be by means

of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature.

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 applicable Intercreditor Agreement. In the event of any conflict between the terms of the applicable Intercreditor Agreement and this Agreement, the terms of the applicable Intercreditor Agreement shall govern.

[Remainder of this page intentionally left blank]

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

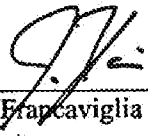
By: _____
Name: Joseph Francaviglia
Title: President

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 Francaviglia
Title: President

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 007874 FRAME: 0389

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent

By: _____




Name: *Thomas Blackman*
Title: *Director*



[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 007874 FRAME: 0390

Schedule I

Trademark Applications and Registrations:

| Owner | Country | Mark | Application 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 | MANTARAY | 73653939 | 4/8/1987 | 1465144 | 11/17/1987 |
| MacLean Power, L.L.C. | United States of America | MANTARAY EARTH ANCHOR SYSTEMS and Design  | 77858435 | 10/27/2009 | 3799438 | 6/8/2010 |

| Owner | Country | Mark | Application 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 | STRANDLI NK | 78351137 | 1/13/2004 | 2947854 | 5/10/2005 |
| MacLean Power, L.L.C. | United States of America | STRANDLI NK | 71603545 | 9/14/1950 | 561306 | 7/8/1952 |
| MacLean Power, L.L.C. | United States of America | STRANDVI SE | 78351149 | 1/13/2004 | 2980923 | 8/2/2005 |
| MacLean Power, L.L.C. | United States of America | STRANDVI SE | 71604119 | 9/26/1950 | 561307 | 7/8/1952 |
| 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 |

| Owner | Country | Mark | Application No. | Filing Date | Registration No. | Registration Date |
|-----------------------------------|--------------------------|--|-----------------|-------------|------------------|-------------------|
| 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 |