

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM774539

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jefferson Electric LLC		12/15/2022	Limited Liability Company: DELAWARE
Spire Power Solutions L.P.		12/15/2022	Limited Partnership: DELAWARE
Power Partners, LLC		12/15/2022	Limited Liability Company: DELAWARE
Electric Research and Manufacturing Cooperative, Inc.		12/15/2022	Corporation: DELAWARE
Gridbridge, Inc.		12/15/2022	Corporation: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	PNC National Bank
Street Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3847214	GENMAX
Registration Number:	3931922	H
Registration Number:	4748294	GRIDBRIDGE
Registration Number:	4309439	HSS
Registration Number:	4124484	JEFFERSON
Registration Number:	2179377	JEFFERSON ELECTRIC
Registration Number:	4124485	JEFFERSON ELECTRIC
Registration Number:	3095087	SOLARTRAN TANNING BED TRANSFORMERS
Registration Number:	4078477	SYSTEMAX
Registration Number:	5591832	TRANSFORMER SUPPLY
Registration Number:	3813260	TRANSMAX

CH \$440.00 3847214

Property Type	Number	Word Mark
Registration Number:	6640380	SPIRE POWER SOLUTIONS
Serial Number:	97125368	PPI POWER PARTNERS
Serial Number:	97102349	PPI POWER PARTNERS, INC.
Registration Number:	3503438	ERMCO
Registration Number:	3503439	E
Registration Number:	5541839	TIGERPAD

CORRESPONDENCE DATA

Fax Number: 6144614198
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: 614-469-3939
Email: sgazdag@jonesday.com, mmisitigh@jonesday.com
Correspondent Name: Steven Gazdag
Address Line 1: 325 John H. McConnell Blvd.
Address Line 2: Suite 600
Address Line 4: Columbus, OHIO 43215

NAME OF SUBMITTER:	Melanie H. Misitigh
SIGNATURE:	/Melanie H. Misitigh/
DATE SIGNED:	12/15/2022

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of December 15, 2022, is made between Jefferson Electric LLC, a Delaware limited liability company (“Jefferson”), Spire Power Solutions L.P., a Delaware limited partnership (“Spire”) Power Partners, LLC, a Delaware limited liability company (“Power Partners”), Electric Research and Manufacturing Cooperative, Inc., a Delaware corporation (“ERMCO”), GridBridge, Inc., a North Carolina corporation (“GridBridge” and together with Jefferson, Spire, Power Partners, and ERMCO, each a “Grantor”, and collectively, the “Grantors”), and PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent (in such capacity, the “Administrative Agent”) for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 15, 2022 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), among Electric Research and Manufacturing Cooperative, Inc., a Delaware corporation (the “Borrower”), the various Guarantors as are or may become parties thereto, the various financial institutions as are or may become parties thereto (collectively, the “Lenders”) and the Administrative Agent, the Lenders have extended Commitments to make financial accommodations to the Borrower;

WHEREAS, each Grantor is a party to that certain Security Agreement, dated as of December 15, 2022 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent for the Secured Parties;

WHEREAS, as a condition precedent to the making of the Loans and the issuance of any Letters of Credit under the Credit Agreement, each Grantor is required to execute and deliver this Agreement;

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

WHEREAS, it is in the best interests of each Grantor to execute this Agreement inasmuch as such Grantor will derive substantial direct and indirect benefits from the Loans made and Letters of Credit (including the initial borrowing) issued from time to time to the Borrower by the Lenders and the Issuing Lender pursuant to the Credit Agreement.

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuing Lender to make Loans and issue Letters of Credit (including the initial borrowing) to the Borrower pursuant to the Credit Agreement, and to induce the Secured Parties to enter into Lender Provided Interest Rate Hedges, each Grantor jointly and severally agrees, for the benefit of each Secured Party, 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 incorporated by reference) in the Security Agreement.

Section .2 Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

Section .3 Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

Section .4 Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in 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.

Section .5 Loan Document, Etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

Section .6 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state Laws based on the Uniform Electronic Transactions Act. The parties hereto consent to the use of electronic signatures and records with respect to this Agreement.

Section .7 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 Laws of the State of New York.

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[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.

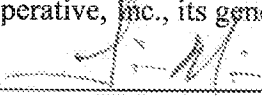
JEFFERSON ELECTRIC LLC

By: Spire Power Solutions L.P., its sole member

By: Pioneer Transformers GP LLC, its general partner

By: Spire Power Solutions Holdings L.P., its sole member

By: Electric Research and Manufacturing Cooperative, Inc., its general partner

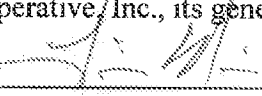
By: 
Tim Mills, President and Chief Executive Officer

SPIRE POWER SOLUTIONS L.P.

By: Pioneer Transformers GP LLC, its general partner

By: Spire Power Solutions Holdings L.P., its sole member

By: Electric Research and Manufacturing Cooperative, Inc., its general partner

By: 
Tim Mills, President and Chief Executive Officer

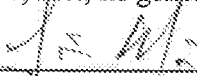
POWER PARTNERS, LLC

By: Spire Power Solutions L.P., its sole member

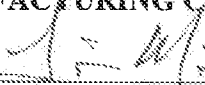
By: Pioneer Transformers GP LLC, its general partner

By: Spire Power Solutions Holdings L.P., its sole member

By: Electric Research and Manufacturing Cooperative, Inc., its general partner

By: 
Tim Mills, President and Chief Executive Officer

ELECTRIC RESEARCH AND MANUFACTURING COOPERATIVE, INC.

By: 
Tim Mills, President and Chief Executive Officer

GRIDBRIDGE, INC.

By: _____
Chad Eckhardt, President

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name:
Title:

POWER PARTNERS, LLC

By: Spire Power Solutions L.P., its sole member

By: Pioneer Transformers GP LLC, its general partner

By: Spire Power Solutions Holdings L.P., its sole member

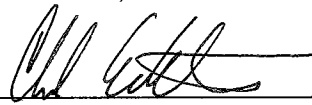
By: Electric Research and Manufacturing Cooperative, Inc., its general partner

By: _____
Tim Mills, President and Chief Executive Officer

ELECTRIC RESEARCH AND MANUFACTURING COOPERATIVE, INC.

By: _____
Tim Mills, President and Chief Executive Officer

GRIDBRIDGE, INC.

By:  _____
Chad Eckhardt, President

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name:
Title:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Tracey Silverman
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007927 FRAME: 0619

**ATTACHMENT 1
TO TRADEMARK SECURITY AGREEMENT**

ITEM A. TRADEMARKS

Trademark	Grantor	Application No	Application Date	Registration/Application No	Registration Date
GENMAX	JEFFERSON ELECTRIC LLC	77812087	8/25/2009	3847214	9/14/2010
H	JEFFERSON ELECTRIC LLC	77812196	8/25/2009	3931922	3/15/2011
GRIDBRIDGE	GRIDBRIDGE, INC.	85640725	7/1/2012	4748294	6/2/2015
HSS	JEFFERSON ELECTRIC LLC	85043418	5/20/2010	4309439	3/26/2013
JEFFERSON	JEFFERSON ELECTRIC LLC	85303881	4/25/2011	4124484	4/10/2012
JEFFERSON ELECTRIC & Design	JEFFERSON ELECTRIC LLC	75201143	11/6/1996	2179377	8/4/1998
JEFFERSON ELECTRIC	JEFFERSON ELECTRIC LLC	85303916	4/25/2011	4124485	4/10/2012
SOLARTRAN TANNING BED TRANSFORMERS	JEFFERSON ELECTRIC LLC	78512033	11/5/2004	3095087	5/23/2006
SYSTEMAX	JEFFERSON ELECTRIC LLC	77812096	8/25/2009	4078477	1/3/2012
TRANSFORMER SUPPLY & Design	JEFFERSON ELECTRIC LLC	87736717	12/28/2017	5591832	10/23/2018
TRANSMAX	JEFFERSON ELECTRIC LLC	77812107	8/25/2009	3813260	7/6/2010
SPIRE POWER SOLUTIONS	SPIRE POWER SOLUTIONS L.P.			6640380	2/8/2022
Power Partners Design	POWER PARTNERS, LLC			97125368	
Power Partners Design	POWER PARTNERS, LLC			97102349	

ERMCO	ELECTRIC RESEARCH AND MANUFACTU RING COOPERATIV E, INC.	76685357	12/28/2007	3503438	9/23/2008
ERMCO Design	ELECTRIC RESEARCH AND MANUFACTU RING COOPERATIV E, INC.	76685358	12/28/2007	3503439	9/23/2008
TIGERPAD	ELECTRIC RESEARCH AND MANUFACTU RING COOPERATIV E, INC.	87303795	1/17/2017	5541839	8/14/2018

ITEM B TRADEMARK LICENSES

None.