

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RS Technologies Inc.		05/05/2023	Corporation: ALBERTA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., Toronto Branch, as Agent		
Street Address:	c/o JPMorgan Chase Bank, N.A. 131 S. Dearborn Street		
Internal Address:	4th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-5506		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97066903	POWERON	
Serial Number:	97066902	POWERON	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3122883582		
Email:	alyssa.howard@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 S LaSalle Street		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Kathryn Allyn		
SIGNATURE:	/Kathryn Allyn/		
DATE SIGNED:	05/09/2023		
Total Attachments: 7			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

RS Technologies Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Alberta
 Other _____

Citizenship (see guidelines) Canada

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 5, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., Toronto Branch, as Agent
c/o JPMorgan Chase Bank, N.A.

Street Address: 131 S. Dearborn Street, 4th Floor

City: Chicago

State: Illinois

Country: USA Zip: 60603-5506

- Individual(s) Citizenship _____
 Association Citizenship U.S.A.
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

None.

B. Trademark Registration No.(s) _____

See Schedule A attached hereto.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule A attached hereto.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kathryn Allyn

Internal Address: c/o Chapman and Cutler LLP

Street Address: 1270 Avenue of the Americas

City: New York

State: NY Zip: 10020

Phone Number: 212-655-3377

Docket Number: 4407375

Email Address: kallyn@chapman.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

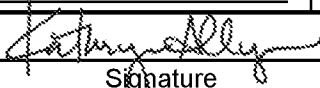
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

May 5, 2023

Date

Kathryn Allyn

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

TRADEMARK COLLATERAL AGREEMENT

This TRADEMARK COLLATERAL AGREEMENT (this "Trademark Collateral Agreement") is made as of May 5, 2023, by RS Technologies Inc. ("Grantor"), with its principal place of business and mailing address at 22 Industrial Park Road, Tilbury, ON N0P 2L0, in favor of JPMorgan Chase Bank, N.A., Toronto Branch with its mailing address at c/o JPMorgan Chase Bank, N.A., 131 S. Dearborn Street, 4th Floor, Chicago, Illinois 60603-5506, and its successor and assigns ("Administrative Agent").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to the Credit Agreement, dated as of May 5, 2023 (as may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Grantor and RS Utility Structures Inc., as Borrowers, the other Loan Parties from time to time party thereto, the lenders from time to time party thereto (the "Lenders"), and the Administrative Agent, the Lenders have agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of May 5, 2023 (as may be amended, restated, supplemented and/or modified from time to time, the "Security Agreement") made to and in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Collateral Agreement; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Administrative Agent, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the 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.

This Trademark Collateral 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

GRANTOR:

RS TECHNOLOGIES INC., as Grantor

By 
Name: Christopher Micklas
Title: Chief Financial Officer

By _____
Name: Joel Tennison
Title: Vice President and General Counsel and
Corporate Secretary

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

TRADEMARK
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IN WITNESS WHEREOF, the Grantor has caused this Trademark Collateral Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GRANTOR:

RS TECHNOLOGIES INC., as Grantor


By _____
Name: Christopher Micklas
Title: Chief Financial Officer

By _____
Name: Joel Tennison
Title: Vice President and General Counsel and
Corporate Secretary

Accepted and agreed to as of the date and year last above written.

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A., TORONTO
BRANCH

By 
Name: Bassam Hammoud
Title: Authorized Officer

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]


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SCHEDULE A TO TRADEMARK COLLATERAL AGREEMENT

Federal Trademark Registrations

None.

Federal Trademark Registration Applications

	Trademark	Registration No.	Listed Owner	Jurisdiction
1.	POWERON	97/066,903	RS Technologies Inc.	United States
2.	 POWERON & Design	97/066,902	RS Technologies Inc.	United States