

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844020

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunbelt Solomon Services, LLC		10/06/2023	Limited Liability Company: KANSAS
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Administrative Agent and Collateral Agent		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4349079	SUNBELT TRANSFORMER	
Registration Number:	4349080		
Registration Number:	4170274		
Registration Number:	4170208	SUNBELT TRANSFORMER	
Registration Number:	3611866	SUNBELT TRANSFORMER	
Registration Number:	6667483	FROM CONCEPT TO CONNECTION	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9686		
Email:	ypan@proskauer.com		
Correspondent Name:	Kathryn S. Buckley		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	87863.004		
NAME OF SUBMITTER:	Kathryn S. Buckley		

CH \$165.00 4349079

SIGNATURE:	/Kathryn S. Buckley/
DATE SIGNED:	10/06/2023
Total Attachments: 5 source=Sunbelt - Trademark Security Agreement (Executed)#page1.tif source=Sunbelt - Trademark Security Agreement (Executed)#page2.tif source=Sunbelt - Trademark Security Agreement (Executed)#page3.tif source=Sunbelt - Trademark Security Agreement (Executed)#page4.tif source=Sunbelt - Trademark Security Agreement (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

October 6, 2023

WHEREAS, Sunbelt Solomon Services, LLC, a Kansas limited liability company (herein referred to as the “**Grantor**”) owns, the Trademark Collateral (as defined below);

WHEREAS, TCP Sunbelt Acquisition Co., a Delaware corporation (the “**Borrower**”), TCP Sunbelt Intermediate Holdings, LLC, a Delaware limited liability company, as Holdings, the Lenders from time to time party thereto, and Capital One, National Association, as Administrative Agent and Collateral Agent, are parties to that certain Credit Agreement, dated as of September 29, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to that certain Security Agreement, dated as of October 6, 2023, (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the Guarantors party thereto and Capital One, National Association, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors and permitted assigns in such capacity, the “**Grantee**”), the Grantor has secured certain of its obligations (its “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest (the “**Transaction Liens**”) in certain personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure its Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following to the extent it constitutes Collateral (including giving effect to the proviso in Section 2(a) thereof) (all of the following items, to the extent constituting Collateral being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark registration and application thereof owned by the Grantor and identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and
- (ii) all Proceeds of the foregoing.

This Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such property is excluded as Collateral by the terms of the Security Agreement, including in any Excluded Property.

The Grantor irrevocably appoints the Grantee its true and lawful attorney, with full power of substitution, in the name of the Grantor, any Secured Party or otherwise, for the sole use and benefit of the Secured Parties, but at the Borrower’s expense, to the extent permitted by Law to exercise, at any time and from time to time while any Event of Default shall have occurred and be continuing all or any of the powers provided for in Section 15 of the Security Agreement with respect to all or any of the Trademark Collateral.

The foregoing security interest has been granted under the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee 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 are incorporated by reference herein as if fully set forth herein. In the event of a

conflict between the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall control.

Upon termination of the Transaction Liens in the Trademark Collateral pursuant to the Security Agreement, the security interests granted hereby shall automatically terminate and be released, and the Grantee will, at the expense of the Grantor, execute and deliver to the Grantor such documents, and take such other actions, as the Grantor shall reasonably request to evidence the termination of the security interests granted hereby.

Capitalized terms used but not defined herein but defined in the Security Agreement are used herein with the respective meanings provided for therein.

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

SUNBELT SOLOMON SERVICES, LLC

By: DocuSigned by:
Jamie Hypes
Name: Jamie Hypes
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008219 FRAME: 0659

Acknowledged:

CAPITAL ONE, NATIONAL ASSOCIATION,
as Collateral Agent




By: Kelly Fournier
Name: Kelly Fournier
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

Schedule 1
to Trademark
Security Agreement

SUNBELT SOLOMON SERVICES, LLC

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
SUNBELT TRANSFORMER	4349079	11-JUN-2013
Design Only 	4349080	11-JUN-2013
Design Only 	4170274	10-JUL-2012
SUNBELT TRANSFORMER	4170208	10-JUL-2012
SUNBELT TRANSFORMER 	3611866	28-APR-2009
FROM CONCEPT TO CONNECTION	6667483	08-MAR-2022