

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM864995

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TechPro Power Solutions, LLC		12/28/2023	Limited Liability Company: DELAWARE
Northern Electrical Testing, LLC		12/28/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EICF Agent LLC		
Street Address:	600 3rd Avenue, Floor 38		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2082564	POWER SYSTEM SPECIALISTS	
Registration Number:	1755723	NET	
Registration Number:	1327556	NET	
Serial Number:	88689203	TECHPRO POWER SOLUTIONS	
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:	212-655-2539		
Email:	kphipps@chapman.com		
Correspondent Name:	Chapman and Cutler LLP		
Address Line 1:	1270 Avenue of the Americas, 30th Floor		
Address Line 2:	Kristopher Phipps		
Address Line 4:	New York, NEW YORK 10020		
NAME OF SUBMITTER:	Kristopher Phipps		
SIGNATURE:	/Kristopher Phipps/		
DATE SIGNED:	01/02/2024		

OP \$115.00 2082564

Total Attachments: 7

source=TechPro - Trademark Recordation Cover#page1.tif

source=TechPro - Trademark Recordation Cover#page2.tif

source=TechPro - Trademark Recordation Cover#page3.tif

source=TechPro - Trademark Recordation Cover#page4.tif

source=TechPro - Trademark Recordation Cover#page5.tif

source=TechPro - Trademark Recordation Cover#page6.tif

source=TechPro - Trademark Recordation Cover#page7.tif

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):

TechPro Power Solutions, LLC

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? ☒ Yes ☐ No

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

Execution Date(s) December 28, 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: EICF Agent LLC

Street Address: 600 3rd Avenue, Floor 38

City: New York

State: New York

Country: USA Zip: 10016

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other LLC Citizenship Delaware

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

See Schedule I attached.

B. Trademark Registration No.(s)

See Schedule I attached.

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 I attached.

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

Name: Chapman and Cutler LLP

Internal Address: Attn: Kristopher Phipps

Street Address: 1270 Avenue of the Americas, 30th Floor

City: New York

State: NY Zip: 10020

Phone Number: 212.655.2539

Docket Number: _____

Email Address: kphipps@chapman.com

6. Total number of applications and registrations involved:

4

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:

Kristopher Phipps

Signature

Kristopher Phipps

Name of Person Signing

12/29/2023

Date

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

7

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of December 28, 2023, is made by TechPro Power Solutions, LLC, a Delaware limited liability company (“TPS”) and Northern Electrical Testing, LLC (“Northern”) and together with TPS, each a “Grantor” and collectively, the “Grantors”) in favor of EICF AGENT LLC, as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan, Guarantee and Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among the Grantors, the other Credit Parties party thereto, the Lenders from time to time party thereto and the Agent, the Lenders have severally agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantors hereby agree with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan 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 Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders, 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 owned by such Grantor (other than Trademarks constituting Excluded Property) and all Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 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 or such License; 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.

For the avoidance of doubt, the grant of the security interest in the Trademark Collateral is not an outright assignment of the Trademark Collateral to the Agent.

Section 3. Recordation. Each Grantor authorizeS the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Agent.

Section 4. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 5. Grantors Remain Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Licenses subject to a security interest hereunder. NOTWITHSTANDING THE FOREGOING, NO GRANTOR SHALL BE LIABLE FOR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE AGENT OR ANY SUCCESSOR, ASSIGNEE OR THIRD PARTY BENEFICIARY OR ANY OTHER PERSON.

Section 6. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Obligations and the termination of all commitments to extend credit in connection therewith. Upon the termination of this Trademark Security Agreement, the Agent shall, at the sole cost and expense of the Credit Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 7. 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. Any signed signature page delivered by facsimile or electronic transmission shall be as effective as delivery of an original, signed signature page.

Section 8. 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, without regard to the conflicts of law provisions thereof.

[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,

TECHPRO POWER SOLUTIONS, LLC
as a Grantor

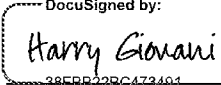
By: Brian P. Guerin
Name: Brian P. Guerin
Title: Vice President

NORTHERN ELECTRICAL TESTING, LLC
as a Grantor

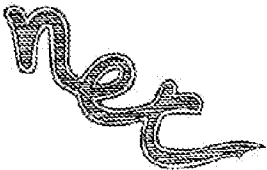

By: Brian P. Guerin
Name: Brian P. Guerin
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

EICF AGENT LLC, as Agent

By: 
Name: Harry Giovanni
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Title	Registered Owner	Application No. (Serial Number)	Date of Application (Filing Date)	Registration Number	Registration Date
TECHPRO POWER SOLUTIONS	TechPro Power Solutions, LLC	88/689203	11/12/2019	N/A	N/A
Power System Specialists	Northern Electrical Testing, LLC	74622959	01/19/1995	2082564	07/22/1997
	Northern Electrical Testing, LLC	74205747	09/23/1991	1755723	03/02/1993
	Northern Electrical Testing, LLC	73476454	04/20/1984	1327556	03/26/1985

SCHEDULE II

ADDITIONAL PARTIES

1. Northern Electrical Testing, LLC, a Delaware limited liability company.