

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM867688

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
North American Electric, LLC		01/11/2024	Limited Liability Company: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Barings Finance LLC, as Administrative Agent		
Street Address:	300 SOUTH TRYON STREET, SUITE 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	98313720	VORTEX COOLING TUNNEL	
Serial Number:	98313492	NAE AUTOMATION	
Serial Number:	98313484	NORTH AMERICAN ELECTRIC	
Serial Number:	98313694	NORTH AMERICAN ELECTRIC, INC.	
Serial Number:	98313708		
Registration Number:	7012811	NAE	
Registration Number:	6747294	NAE	
Registration Number:	6570004	NAE	
Registration Number:	6118941	NAE	
Registration Number:	6747306	NAE	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		

CH \$265.00 98313720

Address Line 4: Dallas, TEXAS 75201	
ATTORNEY DOCKET NUMBER:	034632-31320
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	01/11/2024
Total Attachments: 6 source=AEA - WWE - NAE Joinder - Trademark Security Agreement (Executed) 4865-9473-9612 1#page1.tif source=AEA - WWE - NAE Joinder - Trademark Security Agreement (Executed) 4865-9473-9612 1#page2.tif source=AEA - WWE - NAE Joinder - Trademark Security Agreement (Executed) 4865-9473-9612 1#page3.tif source=AEA - WWE - NAE Joinder - Trademark Security Agreement (Executed) 4865-9473-9612 1#page4.tif source=AEA - WWE - NAE Joinder - Trademark Security Agreement (Executed) 4865-9473-9612 1#page5.tif source=AEA - WWE - NAE Joinder - Trademark Security Agreement (Executed) 4865-9473-9612 1#page6.tif	

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 11, 2024, is made by North American Electric, LLC, a Mississippi limited liability company (the “Grantor”), in favor of Barings Finance LLC (“Barings”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders, the L/C Issuers (each as defined in the Credit Agreement referred to below), and itself as a Lender, and the other Credit Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement dated as of October 3, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among the Borrowers, Holdings, the other Loan Parties from time to time party thereto, the Administrative Agent and the Lenders and the L/C Issuers from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”) in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Credit Parties, and grants to the Administrative Agent for the benefit of the Credit Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule I 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; 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall have full and complete responsibility for the prosecution, defense, enforcement or any other action in connection with its Trademarks subject to a security interest hereunder.

Section 5. 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.

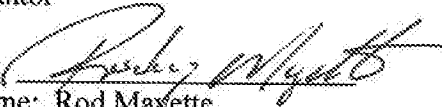
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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,

NORTH AMERICAN ELECTRIC, LLC, as
Grantor

By: 

Name: Rod Mayette

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

BARINGS FINANCE LLC,
as Administrative Agent

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

BARINGS FINANCE LLC,
as Administrative Agent

By: _____

Name: Stephanie Krebs

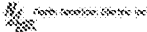

Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Trademark Applications

1. TRADEMARK APPLICATIONS

Title	Application Date	Application Number
VORTEX COOLING TUNNEL	12/14/2023	98313720
NAE AUTOMATION	12/13/2023	98313492
NORTH AMERICAN ELECTRIC	12/13/2023	98313484
NORTH AMERICAN ELECTRIC, INC. Design 	12/14/2023	98313694
Design Only 	12/14/2023	98313708

2. REGISTERED TRADEMARKS

Title	Registration Date	Registration Number	Record Owner
NAE Design 	3/28/2023	7012811	North American Electric, Inc.
NAE Design 	5/31/2022	6747294	North American Electric, Inc.
NAE Design 	11/23/2021	6570004	North American Electric, Inc.
NAE Design 	8/4/2020	6118941	North American Electric, Inc.
NAE Design 	5/31/2022	6747306	North American Electric, Inc.