

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM164004

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Electro-Mechanical, LLC		03/01/2024	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Company 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: 14			
Property Type	Number	Word Mark	
Registration Number:	1424689	AUTO-JET	
Registration Number:	3377542	EFFICIENT	
Registration Number:	4062264	ZCT ZERO CORONA TECHNOLOGY	
Registration Number:	4237394	MAVRIC	
Registration Number:	4237398	DTS DOWN TIME SAVER	
Registration Number:	4237406	DTS II DOWN TIME SAVER	
Registration Number:	4599898	POWER TO DELIVER	
Registration Number:	4604132	LINE POWER	
Registration Number:	6069938	ELECTRO MECHANICAL CORPORATION	
Registration Number:	7248850	ELECTRO MECHANICAL	
Registration Number:	7248861	ELECTRO MECHANICAL POWERING THE FUTURE	
Registration Number:	6213065	SYLO DISTRIBUTORS	
Registration Number:	6661238	GRIDCONNEX	
Registration Number:	7249108	POWERING THE FUTURE	
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>			
TRADEMARK			

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Phone: 6175269686
Email: ypan@proskauer.com,KBuckley@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: 87863.006

NAME OF SUBMITTER: Yuming Pan

SIGNATURE: Yuming Pan

DATE SIGNED: 03/01/2024

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

WHEREAS, Electro-Mechanical, LLC, a Virginia limited liability company (herein referred to as the “**Grantor**”) owns, the Trademark Collateral (as defined below);

WHEREAS, Grid Debt Merger Sub, LLC, a Delaware limited liability company (prior to the consummation of the Acquisition, the “**Initial Borrower**”), EMC Parent Group LLC, a Delaware limited liability company (upon the consummation of the Acquisition, the “**Borrower**”), EMC 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 March 1, 2024 (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 March 1, 2024, (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 1st day of March, 2024.

ELECTRO-MECHANICAL, LLC,
a Virginia Limited Liability Company

By: 

Name: Len Thomason

Title: Chief Financial Officer

Acknowledged:





CAPITAL ONE, NATIONAL
ASSOCIATION,
as Collateral Agent



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

**Schedule 1
to Trademark
Security Agreement**

ELECTRO-MECHANICAL, LLC

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Appl. No.	Filing Date	Reg. Number	Reg. Date	Status	Owner
AUTO-JET	United States	73602880	6/9/1986	1424689	1/13/1987	Registered (Renewed)	Electro-Mechanical, LLC
EFFICIENT and Design 	United States	77167148	4/27/2007	3377542	2/5/2008	Registered (Renewed)	Electro-Mechanical, LLC
ZCT ZERO CORONA TECHNOLOGY and Design 	United States	85140574	9/29/2010	4062264	11/29/2011	Registered (Renewed)	Electro-Mechanical, LLC
MAVRIC	United States	85586452	4/2/2012	4237394	11/6/2012	Registered (Renewed)	Electro-Mechanical, LLC
DTS DOWN TIME SAVER	United States	85586501	4/2/2012	4237398	11/6/2012	Registered (Renewed)	Electro-Mechanical, LLC
DTS II DOWN TIME SAVER	United States	85586566	4/2/2012	4237406	11/6/2012	Registered (Renewed)	Electro-Mechanical, LLC
POWER TO DELIVER	United States	86015187	7/19/2013	4599898	9/9/2014	Registered	Electro-Mechanical, LLC
LINE POWER	United States	86000849	7/2/2013	4604132	9/16/2014	Registered	Electro-Mechanical, LLC
ELECTRO MECHANICAL CORPORATION and Design 	United States	87831945	3/13/2018	6069938	6/2/2020	Registered	Electro-Mechanical, LLC
ELECTRO MECHANICAL and Design 	United States	97681818	11/17/2022	7248850	12/19/2023	Registered	Electro-Mechanical, LLC
ELECTRO MECHANICAL POWERING THE	United States	97681899	11/17/2022	7248861	12/19/2023	Registered	Electro-Mechanical, LLC

Mark	Country	Appl. No.	Filing Date	Reg. Number	Reg. Date	Status	Owner
FUTURE and Design  Electro Mechanical Powering the Future							
SYLO DISTRIBUTORS (Stylized) 	United States	88860189	4/5/2020	6213065	12/1/2020	Registered	Electro-Mechanical, LLC
GRIDCONNEX	United States	90390921	12/17/2020	6661238	3/1/2022	Registered	Electro-Mechanical, LLC
POWERING THE FUTURE	United States	97701875	12/2/2022	7249108	12/19/2023	Registered	Electro-Mechanical, LLC