

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386137

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Steiner Electric Company		05/31/2016	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	135 South LaSalle Street, 9th Floor
Internal Address:	Mailcode: IL4-135-09-27, Attention: Loan Administration, Reference: Steiner Electric Company
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2708819	STEINER
Registration Number:	2766264	STEINER
Registration Number:	3783332	STEINER
Registration Number:	3766072	STEINER
Registration Number:	4786486	STEINER
Registration Number:	4887028	STEINER
Registration Number:	4786495	STEINER INTEGRATED SUPPLY
Registration Number:	4786500	INTEGRATED SUPPLY
Registration Number:	4786579	STEINER METALWORKING & INDUSTRIAL SUPPLI
Registration Number:	4786580	STEINER METALWORKING & INDUSTRIAL SUPPLI
Registration Number:	3783334	STEINER POWER SYSTEMS
Registration Number:	3825998	POWERTRON
Registration Number:	3829111	POWERTRON
Registration Number:	4057043	GIGATRAK
Registration Number:	3748455	GIGAAGE
Registration Number:	4791086	CRIBTRACK
Registration Number:	4791087	
Registration Number:	4791088	CRIBTRACK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3783333	STEINER ELECTRIC COMPANY
Registration Number:	3748465	GIGAAGE
Serial Number:	85954201	STEINER
Serial Number:	86083474	STEINER
Serial Number:	86342791	STEINER SUPPLY
Serial Number:	86089313	STEINER CRIBTRACK
Serial Number:	86385094	HELPING YOU BE THE BEST FOR YOUR CUSTOMER

CORRESPONDENCE DATA

Fax Number: 2165790212

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.

Phone: 312-269-4296

Email: pcyngier@jonesday.com

Correspondent Name: KARIN LEE

Address Line 1: 77 WEST WACKER DRIVE

Address Line 2: JONES DAY

Address Line 4: CHICAGO, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	739326-605026
NAME OF SUBMITTER:	KARIN LEE
SIGNATURE:	/KARIN LEE/
DATE SIGNED:	06/01/2016

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2016 (this "Agreement"), is made by STEINER ELECTRIC COMPANY, an Illinois corporation (the "Parent"), and each of its subsidiaries that from time to time may be parties hereto or bound hereby (together with the Parent, being collectively, the "Grantors" and each a "Grantor"), in favor of BANK OF AMERICA, N.A. (together with its successor(s), the "Lender").

W I T N E S S E T H:

WHEREAS, the Parent, as the sole initial Grantor, entered into that certain Loan, Security and Guaranty Agreement, dated as of May 31, 2016, among the Parent, the other Grantors that may from time to time become parties thereto or bound thereby, and the Lender (as amended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, the Grantors are required to execute and deliver this Agreement and to grant to the Lender (for its and the Secured Parties' (as defined in the Loan Agreement) benefit) a continuing security interest in all of the Trademark Collateral (as defined below) to secure all obligations and liabilities (including, without limitation, the Obligations) from time to time owing under and pursuant to (and as defined in) the Loan Agreement and the other Loan Documents; and

WHEREAS, Parent and Grantors have duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees, for the benefit of the Lender and each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants to the Lender, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of such Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by such Grantor, in and to the following ("Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world or otherwise, and all common Law rights relating to the foregoing, and (ii) the right to obtain all reissues,

extensions or renewals of the foregoing (collectively referred to as “Trademarks”), including those Trademarks referred to in Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to such Grantor of any right to use any Trademark (each a “Trademark License”), including each Trademark License referred to in Schedule I;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender for its benefit and the ratable benefit of each other Secured Party under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document. This Agreement is a “Loan Document” executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAW RELATING TO NATIONAL BANKS).**

SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page of any party to this Agreement by telecopy or other

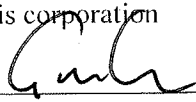
electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 8. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

STEINER ELECTRIC COMPANY,
an Illinois corporation

By:  _____

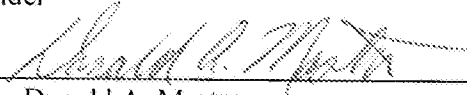
Name: Edward M. Carroll

Title: Vice President and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005803 FRAME: 0268

BANK OF AMERICA, N.A.,
as Lender


By: 
Name: Donald A. Mastro
Title: Senior Vice President





NAI-1500970350

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005803 FRAME: 0269

SCHEDULE I
to Trademark Security Agreement

Trademark	Owner	Status in Trademark Office	Reg./Appl. No.	Filed/Reg. Date	Country
STEINER	Steiner Electric Company	Active	2708819	April 22, 2003	USA
STEINER	Steiner Electric Company	Active	2766264	September 23, 2003	USA
STEINER	Steiner Electric Company	Active	3783332	May 4, 2010	USA
STEINER	Steiner Electric Company	Active	3766072	May 30, 2010	USA
STEINER	Steiner Electric Company	Active	4786486	August 4, 2015	USA
STEINER	Steiner Electric Company	Active	4887028	January 12, 2016	USA
STEINER	Steiner Electric Company	Active	85954201	Filed June 7, 2013	USA
STEINER	Steiner Electric Company	Active	86083474	Filed October 4, 2013	USA
STEINER SUPPLY	Steiner Electric Company	Active	86342791	Filed July 21, 2014	USA
STEINER INTEGRATED SUPPLY	Steiner Electric Company	Active	4786495	August 4, 2015	USA
 Integrated Supply	Steiner Electric Company	Active	4786500	August 4, 2015	USA
STEINER METALWORKING & INDUSTRIAL SUPPLIES	Steiner Electric Company	Active	4786579	August 4, 2015	USA
STEINER Metalworking & Industrial Supplies	Steiner Electric Company	Active	4786580	August 4, 2015	USA

STEINER POWER SYSTEMS	Steiner Electric Company	Active	3783334	May 4, 2010	USA
STEINER POWER SYSTEMS	Steiner Electric Company	Active	Wisconsin Registration	May 9, 2007	USA
STATE ELECTRICAL SUPPLY	Steiner Electric Company	Active	Wisconsin Registration	November 20, 2013	USA
POWERTRON	Steiner Electric Company	Active	3825998	July 27, 2010	USA
POWERTRON	Steiner Electric Company	Active	3829111	August 3, 2010	USA
GIGATRAK	Steiner Electric Company	Active	4057043	November 15, 2011	USA
GIGAAGE	Steiner Electric Company	Active	3748455	February 16, 2010	USA
CRIBTRACK	Steiner Electric Company	Active	4791086	August 11, 2015	USA
	Steiner Electric Company	Active	4791087	August 11, 2015	USA
 CribTrack	Steiner Electric Company	Active	4791088	August 11, 2015	USA
 STEINER CribTrack	Steiner Electric Company	Active	86089313	Filed October 11, 2013	USA
HELPING YOU BE THE BEST FOR YOUR CUSTOMER	Steiner Electric Company	Active	86385094	Filed September 4, 2014	USA
STEINER ELECTRIC COMPANY	Steiner Electric Company	Active	3783333	May 4, 2010	USA
	Steiner Electric Company	Active/ Abandoned	3748465	February 16, 2010 (Abandoned)	USA