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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM444184

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		09/20/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Pike Enterprises, LLC
Street Address:	100 Pike Way
City:	Mount Airy
State/Country:	NORTH CAROLINA
Postal Code:	27030
Entity Type:	Limited Liability Company: NORTH CAROLINA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3126286	PIKE
Registration Number:	2316744	PIKELINE
Registration Number:	2259952	PIKE ELECTRIC
Registration Number:	1676118	
Registration Number:	1676117	PIKE
Registration Number:	3885240	PIKE ENERGY SOLUTIONS
Registration Number:	3885239	PIKE ENERGY SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: MELONY SOT

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	F172788 Pike TM
NAME OF SUBMITTER:	Emily Ohannessian

SIGNATURE:	/Emily Ohannessian/	
DATE SIGNED:	09/22/2017	
Total Attachments: 5		
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RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This Release of Security Interest in Trademark Rights, dated as of September 20, 2017 (the "<u>Trademark Security Release</u>"), is made by Morgan Stanley Senior Funding, Inc., as the Administrative Agent for the several banks and other financial institutions (the "<u>Lenders</u>") party to the Second Lien Credit Agreement (as defined below) (in such capacity, the "<u>Agent</u>"), in favor of Pike Enterprises, LLC, a North Carolina limited liability company (the "<u>Grantor</u>"). Capitalized terms used and not defined herein have the meanings given to such terms in the Second Lien Credit Agreement and the Security Agreement (each, as defined below).

WHEREAS, Pike Corporation, a North Carolina corporation (the "Borrower") and certain of its domestic subsidiaries from time to time party thereto, including the Grantor (together, the "Guarantors"), entered into that certain Second Lien Credit Agreement, dated as of March 10, 2017, with the Lenders and Agent, pursuant to which the Lenders severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein (the "Second Lien Credit Agreement");

WHEREAS, in connection with the Second Lien Credit Agreement, the Grantor and the other Guarantors executed and delivered a Second Lien Security Agreement, dated as of March 10, 2017, in favor of the Agent (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in certain Intellectual Property, including the Trademarks (collectively, the "Trademark Collateral");

WHEREAS, in connection with the Security Agreement, the Grantor executed and delivered that certain Second Lien Grant of Security Interest in Trademark Rights agreement dated as of March 10, 2017 made by and between the Grantor and the Agent (the "<u>Trademark Security Agreement</u>") for recording with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on March 14, 2017 on Reel/Frame 6011/0852;

WHEREAS, the Credit Party Obligations (as defined in the Second Lien Credit Agreement) secured by the Trademark Collateral have been repaid or otherwise satisfied; and

WHEREAS, the Agent therefore desires to release, terminate and discharge its Lien and security interest in and to the Trademark Collateral and grant all of its right, title and interest in the Trademark Collateral to the Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent and the Grantor hereby agree as follows:

1. The Agent hereby releases, terminates and discharges to the Grantor (a) the Agent's continuing security interest in, right of setoff against and Lien on, and (b) any of the

Agent's other rights, title or interest of any kind or nature in, to or under, the Trademark Collateral, including, without limitation, the Trademarks listed on <u>Schedule 1</u> hereto.

- 2. The Agent hereby authorizes and acknowledges the termination of the Trademark Security Agreement. At Grantor's expense, the Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby and terminate the Trademark Security Agreement.
- 3. This Trademark Security Release may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this Trademark Security Release by facsimile will be as effective as delivery of a manually executed counterpart of this Trademark Security Release.

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IN WITNESS WHEREOF, the parties hereto have caused this Release of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

MORGAN STANLEY SENIOR FUNDING,

INC, in its capacity as Agent under the

Second Lien Credit Agreement

By:

Name: Chance Moreland Title: Authorized Signatory

[Signature Page to Release of Security Interest in Trademark Rights]

PIKE ENTERPRISES, LLC in its capacity as

Grantor

By:

Name: Kichlard B. Winnmer Title: / Chief Financial Officer

[Signature Page to Release of Security Interest in Trademark Rights]

SCHEDULE 1

Trademark Registrations

Mark Name	Trademark Registration Number
PIKE	3,126,286
PIKELINE	2,316,744
PIKE ELECTRIC	2,259,952
Pike Power Pole Logo	1,676,118
PIKE (Stylized)	1,676,117
PIKE	
PIKE ENERGY SOLUTIONS	3,885,240
PIKE ENERGY SOLUTIONS & Design	3,885,239

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RECORDED: 09/22/2017