

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM528236

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SOLOMON TRANSFORMERS, LLC		06/18/2019	Limited Liability Company: KANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO HARRIS BANK N.A., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	111 W. MONROE STREET		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4811384	SOLOMON CORPORATION	
<b>Registration Number:</b>	4494756	WHEN IT'S ON THE LINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>			
<b>Phone:</b>	312-577-8208		
<b>Email:</b>	alana.hernandez@kattenlaw.com		
<b>Correspondent Name:</b>	ALANA HERNANDEZ C/O KATTEN MUCHIN		
<b>Address Line 1:</b>	525 W. MONROE STREET		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	ALANA HERNANDEZ		
<b>SIGNATURE:</b>	/ALANA HERNANDEZ/		
<b>DATE SIGNED:</b>	06/18/2019		
<b>Total Attachments: 5</b>			
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source=Trademark Security Agreement#page4.tif			

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## EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT, dated as of June 18, 2019 (this "Agreement"), among SOLOMON TRANSFORMERS, LLC, a Kansas limited liability company (the "Grantor") and BMO HARRIS BANK N.A., as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of May 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), TCP SUNBELT INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), TCP SUNBELT ACQUISITION CO., a Delaware corporation (the "Initial Borrower"), upon the consummation of the Acquisition, SUNBELT TRANSFORMER, LTD., a Texas limited partnership ("Sunbelt"); the Initial Borrower and Sunbelt are referred to herein individually and collectively as the "Borrower"), the LENDERS party thereto and BMO HARRIS BANK N.A., as Administrative Agent (the "Administrative Agent"), and (b) the Collateral Agreement, dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Initial Borrower, upon the consummation of the Acquisition, Sunbelt, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the trademarks and trademark applications, including the goodwill associated therewith, listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act but only to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark under applicable federal law.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon Payment in Full, the Security Interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SOLOMON TRANSFORMERS, LLC, as Grantor

By:

Name:

Title:

Jamie Hypes

Authorized Signatory

BMO HARRIS BANK N.A., as Administrative Agent

By:

Name:

Title:

*[Signature Page to Trademark Security Agreement]*


**TRADEMARK**  
**REEL: 006672 FRAME: 0676**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SOLOMON TRANSFORMERS, LLC, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

BMO HARRIS BANK N.A., as Administrative Agent

By:  \_\_\_\_\_  
Name: Daniel C. Johnson  
Title: Duly Authorized Signatory

*[Signature Page to Trademark Security Agreement]*

Schedule I to the  
Trademark Security Agreement

TRADEMARK COLLATERAL

Mark	Application No.	Application Date	Registration No.	Registration Date
SOLOMON CORPORATION	86452083	11/12/14	4811384	9/15/15
WHEN IT'S ON THE LINE	86024979	7/31/13	4494756	3/11/14