

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM633088

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Power Management Holdings (U.S), Inc.		03/19/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	20975 Swenson Drive, Suite 200		
<b>City:</b>	Waukeesha		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53186		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4315540	GRID BALANCE	
<b>Registration Number:</b>	5796753	SYMPHONY BY ENBALA	
<b>Registration Number:</b>	6055987		
<b>Registration Number:</b>	4152529	ENBALA POWER NETWORKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
	<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>	800-713-0755		
<b>Email:</b>	james.murray@wolterskluwer.com, ECarrera@cahill.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		
<b>DATE SIGNED:</b>	03/19/2021		
<b>Total Attachments: 7</b>			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Intellectual Property Security Agreement”), is made by the signatory hereto (the “Grantor”) in favor of Bank of America, N.A., as administrative agent (in such capacity and together with its successors and assigns, the “Administrative Agent”), for the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, GENERAC POWER SYSTEMS, INC., a Wisconsin corporation (the “Lead Borrower”), entered into a Credit Agreement dated as of May 30, 2012, as amended as of May 31, 2013, as amended and restated as of May 29, 2015, as further amended as of November 2, 2016 and as further amended and restated as of June 12, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Lead Borrower, GENERAC ACQUISITION CORP., a Delaware corporation (“Holdings”), the Subsidiaries of the Lead Borrower listed on the signature pages thereto, as borrowers (and together with the Lead Borrower, collectively, the “Borrowers”), the LENDERS party thereto from time to time, the Administrative Agent, the other agents named therein and MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, JPMORGAN CHASE BANK, N.A. and WELLS FARGO BANK, N.A., as joint lead arrangers and as joint bookrunners;

WHEREAS, as a condition precedent to the obligations of the Lenders to make their respective extensions of credit to the Borrowers, and the Issuing Banks to issue their respective Letters of Credit under the Credit Agreement the Grantors thereunder executed and delivered that certain Guarantee and Collateral Agreement, dated as of May 30, 2012, as amended as of May 31, 2013 and as amended as of November 2, 2016 to the Administrative Agent (as amended, supplemented, restated or otherwise modified from time to time, the “Collateral Agreement”) for the benefit of the Secured Parties (capitalized terms used and not defined herein have the meanings given such terms in the Collateral Agreement);

WHEREAS, pursuant to that certain Assumption Agreement, dated as of March 19, 2021, the Grantor became a party to the Collateral Agreement as a Grantor and a Guarantor thereunder;

WHEREAS, under the terms of the Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Administrative Agent for the benefit of the Secured Parties, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office;

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of the Grantor’s right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations:

(a) all Trademarks (other than any Excluded Assets), including, without limitation, each U.S. registration and application identified in Schedule 1 attached hereto;

(b) all Patents (other than any Excluded Assets), including, without limitation, each U.S. issued Patent and Patent application identified in Schedule 1 attached hereto;

(c) all Copyrights (other than any Excluded Assets), including, without limitation, each U.S. Copyright registration and application identified in Schedule 1 attached hereto; and

(d) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission, including “.pdf” or “.tif”), 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.


SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to conflict of laws principles thereof that would require application of laws of another state.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Credit Agreement. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement shall govern.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

**POWER MANAGEMENT HOLDINGS (U.S.),  
INC., as the Grantor**

By:   
Name: Joe Kavalary  
Title: Vice President and Treasurer

COPYRIGHTS

None.

## PATENTS

<b>Patent No./ (Application No.)</b>	<b>Issue Date/ Pub. Date/ App. Date</b>	<b>Title</b>	<b>Owner</b>
10044188	10/27/2017	Method and system for locally controlling power delivery along a distribution feeder line of an electricity grid.	Power Management Holdings (U.S.), Inc.
(16600356)	10/11/2019	Measurement-based dynamic modeling of an electrical network	Power Management Holdings (U.S.), Inc.
9762087	9/12/2017	Ancillary services network apparatus	Power Management Holdings (U.S.), Inc.
(16818126)	(3/13/2020)	Moving and storing energy between utility's energy delivery networks	Power Management Holdings (U.S.), Inc.

## TRADEMARKS

<b>Reg. No./ (Application No.)</b>	<b>Reg. Date/ (App. Date)</b>	<b>Mark</b>	<b>Owner</b>
4315540	4/9/2013	GRID BALANCE	Power Management Holdings (U.S.), Inc.
5796753	7/9/2019	SYMPHONY BY ENBALA	Power Management Holdings (U.S.), Inc.
6055987	5/19/2020	TRIPLE DIAMOND DESIGN (LOGO)	Power Management Holdings (U.S.), Inc.
4152529	6/5/2012	ENBALA POWER NETWORKS	Power Management Holdings (U.S.), Inc.