

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651285

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schumacher Electric Corporation		06/02/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 N. Main St., 11th Floor		
Internal Address:	Mailcode TX1-492-11-23		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	1880485	SHIP 'N SHORE	
Registration Number:	2460511	BATTERY COMPANION	
Registration Number:	3441976	DYNACHARGE	
Registration Number:	3380821	SIGNATURE SERIES	
Registration Number:	3375809	CHARGE XPRESS	
Registration Number:	3375810	MITYMITE	
Registration Number:	3375811	FARM & RANCH	
Registration Number:	3802494	SCHUMACHER ELECTRIC CORP. SINCE 1947	
Registration Number:	3806182	AUTO VOLTAGE DETECTION	
Registration Number:	3802529	MICROPROCESSOR CONTROLLED	
Registration Number:	2957961	CHARGE 'N RIDE	
Registration Number:	2953850	SPEEDCHARGE	
Registration Number:	3009741	COMPUTER SMART	
Registration Number:	2895635	SCHUMACHER	
Registration Number:	4363563	SCHUMACHER E L E C T R I C	
Registration Number:	4844692	BLUE-FUEL	
Registration Number:	5028224	SCHULINK	
Registration Number:	4964453	SCHUMACHER	
TRADEMARK			

CH \$640.00 1880485

Property Type	Number	Word Mark
Registration Number:	4987206	SCHUMACHER ELECTRIC CORP. SINCE 1947
Registration Number:	5224006	SCHULINK
Registration Number:	5224008	R
Registration Number:	5117878	FRR
Registration Number:	5125887	R
Registration Number:	5130521	
Registration Number:	5138998	SCHULINK

CORRESPONDENCE DATA

Fax Number: 8883259172

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: 6172390567

Email: carla.hines@lockelord.com

Correspondent Name: Carla Hines

Address Line 1: 111 Huntington Avenue

Address Line 2: Locke Lord LLP

Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	1428636.00058
NAME OF SUBMITTER:	Carla Hines
SIGNATURE:	/s/ Carla Hines
DATE SIGNED:	06/02/2021

Total Attachments: 7

source=banatsa#page1.tif

source=banatsa#page2.tif

source=banatsa#page3.tif

source=banatsa#page4.tif

source=banatsa#page5.tif

source=banatsa#page6.tif

source=banatsa#page7.tif

U.S. TRADEMARK SECURITY AGREEMENT

THIS U.S. TRADEMARK SECURITY AGREEMENT, dated as of June 2, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Bank of America, N.A., as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of June 2, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among Jumpstart Purchaser, Inc., a Delaware corporation (“Holdings”), Schumacher Electric Corporation, an Illinois corporation (“Schumacher”), each other subsidiary of Holdings listed as a “Borrower” on the signature pages thereto (together with Schumacher and each other Person that executes a joinder agreement and becomes a “Borrower” thereunder, each a “Borrower” and collectively, the “Borrowers”), the other Persons party thereto that are designated as an “Obligor” from time to time, the lenders from time to time party thereto (each a “Lender” and collectively, the “Lenders”) and Bank of America, N.A., as agent (in such capacity, together with its successors and assigns in such capacity, the “Agent”), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than Schumacher) has agreed, pursuant to the Loan Agreement, to guarantee the Obligations (as defined in the Loan Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Security Agreement, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby pledges to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral owned by such Grantor (the “Trademark Collateral”):

- (a) all of its U.S. trademarks, registrations and all applications for registration thereof, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, dilution, or other violation thereof.

Section 3. Excluded Property. Notwithstanding anything contained herein, the Collateral does not include any “intent to use” trademarks or any other Intellectual Property if the grant, attachment or enforcement of a Lien on or security interest in such Intellectual Property would impair the validity or enforceability, or result in the cancellation or voiding of such Intellectual Property or any Intellectual Property issuing therefrom.

Section 4. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and 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.

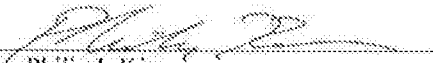
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SCHUMACHER ELECTRIC CORPORATION,
an Illinois corporation,
as Grantor

By: 
Name: Philip I. Kim
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007314 FRAME: 0040

ACCEPTED AND AGREED
as of the date first above written:




BANK OF AMERICA, N.A.,
as Agent



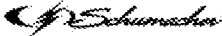


By: Kristen J. Holihan
Name: Kristen J. Holihan
Title: Senior Vice President

SCHEDULE I
TO
U.S. TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

1. REGISTERED U.S. TRADEMARKS

No.	Mark	Serial No.	Filing Date	Registration No.	Registration Date	Class	Status	Current Owner of Record
1.	SHIP 'N SHORE	74500082	Mar. 10, 1994	1880485	Feb. 28, 1995	9	Registered	Schumacher Electric Corporation
2.	BATTERY COMPANION	75900352	Jan. 19, 2000	2460511	Jun. 12, 2001	9	Registered	Schumacher Electric Corporation
3.	DYNACHARGE	77196853	Jun. 04, 2007	3441976	Jun. 03, 2008	9	Registered	Schumacher Electric Corporation
4.	SIGNATURE SERIES in stylized letters <i>Signature Series</i>	77196978	Jun. 04, 2007	3380821	Feb. 12, 2008	9	Registered	Schumacher Electric Corporation
5.	CHARGE XPRESS	77206148	Jun. 14, 2007	3375809	Jan. 29, 2008	9	Registered	Schumacher Electric Corporation
6.	MITYMITE	77206818	Jun. 15, 2007	3375810	Jan. 29, 2008	9	Registered	Schumacher Electric Corporation
7.	FARM & RANCH	77206825	Jun. 15, 2007	3375811	Jan. 29, 2008	9	Registered	Schumacher Electric Corporation
8.	SCHUMACHER ELECTRIC CORP. SINCE 1947 and Design 	77844292	Oct. 08, 2009	3802494	Jun. 15, 2010	9	Registered	Schumacher Electric Corporation
9.	AUTO VOLTAGE DETECTION and Design 	77844783	Oct. 08, 2009	3806182	Jun. 22, 2010	9	Registered	Schumacher Electric Corporation
10.	MICROPROCESSOR CONTROLLED and Design 	77847724	Oct. 13, 2009	3802529	Jun. 15, 2010	9	Registered	Schumacher Electric Corporation
11.	CHARGE 'N RIDE	78206749	Jan. 24, 2003	2957961	May 31, 2005	9	Registered	Schumacher Electric Corporation
12.	SPEEDCHARGE	78247073	May 08, 2003	2953850	May 17, 2005	9	Registered	Schumacher Electric Corporation

No.	Mark	Serial No.	Filing Date	Registration No.	Registration Date	Class	Status	Current Owner of Record
13.	COMPUTER SMART	78251866	May 20, 2003	3009741	Oct. 25, 2005	9	Registered	Schumacher Electric Corporation
14.	SCHUMACHER Design 	78290275	Aug. 21, 2003	2895635	Oct. 19, 2004	9	Registered	Schumacher Electric Corporation
15.	SCHUMACHER ELECTRIC and Design 	85667918	Jul. 03, 2012	4363563	Jul. 09, 2013	9	Registered	Schumacher Electric Corporation
16.	BLUE-FUEL and Design 	86559152	Mar. 10, 2015	4844892	Nov. 03, 2015	9	Registered	Schumacher Electric Corporation
17.	SCHULINK and Design 	86653642	Jun. 05, 2015	5028224	Aug. 23, 2016	9	Registered	Schumacher Electric Corporation
18.	SCHUMACHER and Design 	86781124	Oct. 07, 2015	4964453	May 24, 2016	9	Registered	Schumacher Electric Corporation
19.	SCHUMACHER ELECTRIC CORP. SINCE 1947 and Design 	86781144	Oct. 07, 2015	4987206	Jun. 28, 2016	9	Registered	Schumacher Electric Corporation
20.	SCHULINK	86832054	Nov. 25, 2015	5224006	Jun. 13, 2017	9	Registered	Schumacher Electric Corporation
21.	R and Design 	86832178	Nov. 25, 2015	5224008	Jun. 13, 2017	9	Registered	Schumacher Electric Corporation
22.	FRR and Design 	86965140	Apr. 05, 2016	5117878	Jan. 10, 2017	9	Registered	Schumacher Electric Corporation

No.	Mark	Serial No.	Filing Date	Registration No.	Registration Date	Class	Status	Current Owner of Record
23.	R and Design 	86980873	Nov. 25, 2015	5125587	Jan. 17, 2017	9	Registered	Schumacher Electric Corporation
24.	Design only 	86981227	Nov. 25, 2015	5130521	Jan. 24, 2017	9	Registered	Schumacher Electric Corporation
25.	SCHULINK	86981298	Nov. 25, 2015	5136998	Feb. 07, 2017	9	Registered	Schumacher Electric Corporation

2. U.S. TRADEMARK APPLICATIONS

None.