

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prime Electric LLC		07/30/2021	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Sumitomo Mitsui Banking Corporation		
Street Address:	277 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10172		
Entity Type:	Banking Corporation: JAPAN		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90544142		
Serial Number:	90544139	PRIME ELECTRIC	
Registration Number:	4304578	PRIME ELECTRIC	
Registration Number:	4377599	PRIME	
Registration Number:	4304579	PRIME ELECTRIC	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	415-591-1000		
Email:	TrademarksSF@winston.com		
Correspondent Name:	Becky Troutman		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		
DATE SIGNED:	08/02/2021		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of July 30, 2021 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **SUMITOMO MITSUI BANKING CORPORATION**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of July 30, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(b) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark.

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

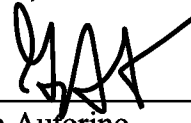
IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

PRIME ELECTRIC LLC
as a Grantor

DocuSigned by:
By: Michael Broberg
Name: Michael Broberg
Title: Secretary, Treasurer and Chief Financial Officer

**SUMITOMO MITSUI BANKING
CORPORATION, as Collateral Agent**

By: _____



Name: Glenn Autorino





Title: Managing Director

[Signature Page to the Trademark Security Agreement]

**TRADEMARK
REEL: 007372 FRAME: 0614**

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Trademarks

Jurisdiction	Trademark	App. No. App. Date	Reg. No. Reg. Date	Owner	Status
United States (Federal)	Design Only 	90544142 24-FEB-2021		PRIME ELECTRIC LLC	PENDING FILED AS USE APPLICATION USE APPLICATION - CURRENT Color Drawing Filed Color Drawing Currently
United States (Federal)	PRIME ELECTRIC 	90544139 24-FEB-2021		PRIME ELECTRIC LLC	PENDING FILED AS USE APPLICATION USE APPLICATION - CURRENT Color Drawing Filed Color Drawing Currently
United States (Federal)	PRIME ELECTRIC	85665533 29-JUN-2012	4304578 19-MAR- 2013	PRIME ELECTRIC LLC	REGISTERED FILED AS USE APPLICATION USE APPLICATION - CURRENT
United States (Federal)	PRIME 	85665538 29-JUN-2012	4377599 30-JUL- 2013	PRIME ELECTRIC LLC	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT
United States (Federal)	PRIME ELECTRIC 	85665568 29-JUN-2012	4304579 19-MAR- 2013	PRIME ELECTRIC LLC	REGISTERED FILED AS USE APPLICATION USE APPLICATION - CURRENT