

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476557

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|---|--|--|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Schweitzer Engineering Laboratories, Inc. | | 06/01/2018 | Corporation: WASHINGTON |
| RECEIVING PARTY DATA | | | |
| Name: | Citibank, N.A., as administrative agent | | |
| Street Address: | 6400 Las Colinas Blvd | | |
| Internal Address: | Mail Stop CC1-30 | | |
| City: | Irving | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75039 | | |
| Entity Type: | Bank: UNITED STATES | | |
| PROPERTY NUMBERS Total: 75 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5336128 | SEL ENGINEERING SERVICES | |
| Registration Number: | 5346795 | TIDL | |
| Registration Number: | 5311949 | BEACON | |
| Registration Number: | 4972188 | SEL | |
| Registration Number: | 5124769 | MOTORMAX | |
| Registration Number: | 5143517 | | |
| Registration Number: | 4762106 | DEPENDABLE COMPUTATION FOR CRITICAL INFR | |
| Registration Number: | 5200251 | SKYVIEW | |
| Registration Number: | 4540294 | EXE-GUARD | |
| Registration Number: | 5151430 | POWER TOOLS | |
| Registration Number: | 4544416 | EXE-GUARD | |
| Registration Number: | 5223376 | HORIZON | |
| Registration Number: | 4538359 | DEPENDABLE COMMUNICATIONS FOR CRITICAL I | |
| Registration Number: | 4625244 | DNA DISTRIBUTION NETWORK AUTOMATION | |
| Registration Number: | 4675641 | DNA DISTRIBUTION NETWORK AUTOMATION | |
| Registration Number: | 4782175 | DNA | |
| Registration Number: | 4799937 | DNA DISTRIBUTION NETWORK AUTOMATION | |
| Registration Number: | 4203608 | CP | |
| TRADEMARK | | | |

CH \$1890.00 5336128

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 4422372 | SERIAL SHIELD |
| Registration Number: | 4106829 | AXION |
| Registration Number: | 4029768 | ACSELERATOR TEAM |
| Registration Number: | 4547816 | ICON |
| Registration Number: | 4517983 | ICON |
| Registration Number: | 4547817 | ICON |
| Registration Number: | 3945936 | KESTREL |
| Registration Number: | 3945937 | SEL-351RS KESTREL |
| Registration Number: | 3858159 | ACSELERATOR RTAC |
| Registration Number: | 4139443 | TIME-OVERLIGHT |
| Registration Number: | 3800764 | |
| Registration Number: | 3647503 | SVP |
| Registration Number: | 3848425 | SEL SYNCHROPHASORS |
| Registration Number: | 3815228 | SAFELOCK |
| Registration Number: | 3630466 | ACSELERATOR REPORT SERVER |
| Registration Number: | 3630460 | ACSELERATOR ANALYTIC ASSISTANT |
| Registration Number: | 3630461 | ACSELERATOR REPORT VIEWER |
| Registration Number: | 3632966 | |
| Registration Number: | 3580006 | RADIORANGER |
| Registration Number: | 3566889 | COMPASS |
| Registration Number: | 3552826 | BEST CHOICE GROUND DIRECTIONAL ELEMENT |
| Registration Number: | 3515203 | ARC SENSE TECHONOLOGY AST |
| Registration Number: | 4063549 | POWERCORE |
| Registration Number: | 3382625 | RADIORANGER |
| Registration Number: | 3364421 | ACSELERATOR ARCHITECT |
| Registration Number: | 3364422 | ACSELERATOR QUICKSET |
| Registration Number: | 3364423 | ACSELERATOR QUICKSET DESIGNER |
| Registration Number: | 3364390 | RAMP-DOWN RESTRAINT |
| Registration Number: | 3386002 | BEACON BOLT |
| Registration Number: | 3271341 | SYNCHROWAVE |
| Registration Number: | 3369933 | DATA COURIER |
| Registration Number: | 3358414 | POWERMAX |
| Registration Number: | 3386820 | R |
| Registration Number: | 3589142 | BEACON |
| Registration Number: | 3589143 | AUTORANGER |
| Registration Number: | 3192914 | A |
| Registration Number: | 3157607 | SYNCHROWAVE |
| Registration Number: | 3175257 | SEL-2407 |

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 3083181 | AUTO RANGER |
| Registration Number: | 2810069 | MIRRORED BITS |
| Registration Number: | 2752743 | MAKING ELECTRIC POWER SAFER, MORE RELIAB |
| Registration Number: | 2500219 | ACSELERATOR |
| Registration Number: | 2365737 | JOB DONE |
| Registration Number: | 2320556 | BEACON |
| Registration Number: | 2328098 | DAYLIGHT RESTRAINT |
| Registration Number: | 2020829 | SELOGIC |
| Registration Number: | 2239136 | CONNECTORIZED |
| Registration Number: | 1536181 | SEL |
| Registration Number: | 1525339 | SEL |
| Registration Number: | 1538996 | SCHWEITZER ENGINEERING LABORATORIES |
| Serial Number: | 87836990 | SEL SETTINGS |
| Serial Number: | 87610489 | FMS |
| Serial Number: | 87610472 | FAULT MESSAGE SERVICE |
| Serial Number: | 87424106 | MEGASCOPE |
| Serial Number: | 86836715 | CONTROLLING ENERGY MOVING AT THE SPEED O |
| Serial Number: | 86836729 | SOLUTIONS FOR ENERGY MOVING AT THE SPEED |
| Serial Number: | 86836683 | PROTECTING ENERGY MOVING AT THE SPEED OF |

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 212.310.8418

Email: juan.arias@weil.com

Correspondent Name: Steven LePorin

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: Steven Leporin-35899.0589

NAME OF SUBMITTER: Steven LePorin

SIGNATURE: /Steven LePorin/

DATE SIGNED: 06/01/2018

Total Attachments: 12

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Notice"), dated as of June 1, 2018, is made by Schweitzer Engineering Laboratories, Inc., a Washington corporation (the "Borrower"), each of the Borrower's domestic Subsidiaries party from time to time hereto (together with the Borrower, the "Grantors" and each, a "Grantor"), and Citibank, N.A., in its capacity as administrative agent (the "Agent") for the Secured Parties under and as defined in the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 1, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Loan Parties party thereto, the financial institutions party thereto as Lenders, and Agent, Lenders agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Security Agreement of even date herewith in favor of the Agent (the "Security Agreement"), to guarantee the Guaranteed Obligations (as defined in the Credit Agreement) of the Borrower; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Agent to enter into the Credit Agreement, 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 hereby pledges, assigns and grants to the Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- a. all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, provided that no security interest shall be granted in any intent-to-use trademark application;
- 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, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted in connection with this Notice is 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 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 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks.

Section 5. Counterparts. This Notice 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.

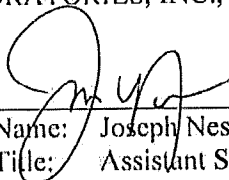
Section 6. Governing Law. This Notice and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

SCHWEITZER ENGINEERING
LABORATORIES, INC., as Grantor

By: 
Name: Joseph Nestegard
Title: Assistant Secretary and Treasurer

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006397 FRAME: 0404

ACCEPTED AND AGREED
as of the date first above written:

CITIBANK, N.A.,
as Agent

By: 
Name: Hans Lin
Title: Senior Vice President

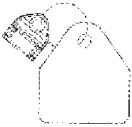
[Signature Page to Grant of Security Interest in Trademarks]






TRADEMARK
REEL: 006397 FRAME: 0405

SCHEDULE I
TO
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS




Trademark Registrations


TRADEMARKS – United States

| Trademark | Country {State} | Registration Date | Registration Number | Grantor |
|---|----------------------------|------------------------------|--------------------------------|---|
| SEL ENGINEERING SERVICES | United States | 11/14/2017 | 5336128 | Schweitzer Engineering Laboratories, Inc. |
| TIDL | United States | 11/28/2017 | 5346795 | Schweitzer Engineering Laboratories, Inc. |
| BEACON | United States | 10/17/2017 | 5311949 | Schweitzer Engineering Laboratories, Inc. |
| SEL | United States | 6/7/2016 | 4972188 | Schweitzer Engineering Laboratories, Inc. |
| MOTORMAX | United States | 1/17/2017 | 5124769 | Schweitzer Engineering Laboratories, Inc. |
|  | United States | 2/14/2017 | 5143517 | Schweitzer Engineering Laboratories, Inc. |
| DEPENDABLE COMPUTATION FOR CRITICAL INFRASTRUCTURE | United States | 6/23/2015 | 4762106 | Schweitzer Engineering Laboratories, Inc. |
| SKYVIEW | United States | 5/9/2017 | 5200251 | Schweitzer Engineering Laboratories, Inc. |



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|  | United States | 5/27/2014 | 4540294 | Schweitzer Engineering Laboratories, Inc. |
| POWER TOOLS | United States | 2/28/2017 | 5151430 | Schweitzer Engineering Laboratories, Inc. |
| EXE-GUARD | United States | 6/3/2014 | 4544416 | Schweitzer Engineering Laboratories, Inc. |
| HORIZON | United States | 6/13/2017 | 5223376 | Schweitzer Engineering Laboratories, Inc. |
| DEPENDABLE COMMUNICATIONS FOR CRITICAL INFRASTRUCTURE | United States | 5/27/2014 | 4538359 | Schweitzer Engineering Laboratories, Inc. |
|  | United States | 10/21/2014 | 4625244 | Schweitzer Engineering Laboratories, Inc. |
|  | United States | 1/20/2015 | 4675641 | Schweitzer Engineering Laboratories, Inc. |
| DNA | United States | 7/28/2015 | 4782175 | Schweitzer Engineering Laboratories, Inc. |
|  | United States | 8/25/2015 | 4799937 | Schweitzer Engineering Laboratories, Inc. |
|  | United States | 9/4/2012 | 4203608 | Schweitzer Engineering Laboratories, Inc. |

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| SERIAL SHIELD | United States | 10/22/2013 | 4422372 | Schweitzer Engineering Laboratories, Inc. |
| AXION | United States | 2/28/2012 | 4106829 | Schweitzer Engineering Laboratories, Inc. |
| ACSELERATOR TEAM | United States | 9/20/2011 | 4029768 | Schweitzer Engineering Laboratories, Inc. |
|  | United States | 6/10/2014 | 4547816 | Schweitzer Engineering Laboratories, Inc. |
| ICON | United States | 4/22/2014 | 4517983 | Schweitzer Engineering Laboratories, Inc. |
|  | United States | 6/10/2014 | 4547817 | Schweitzer Engineering Laboratories, Inc. |
| KESTREL | United States | 4/12/2011 | 3945936 | Schweitzer Engineering Laboratories, Inc. |
|  | United States | 4/12/2011 | 3945937 | Schweitzer Engineering Laboratories, Inc. |
| ACSELERATOR RTAC | United States | 10/5/2010 | 3858159 | Schweitzer Engineering Laboratories, Inc. |
| TIME-OVERLIGHT | United States | 5/8/2012 | 4139443 | Schweitzer Engineering Laboratories, Inc. |
|  | United States | 6/8/2010 | 3800764 | Schweitzer Engineering Laboratories, Inc. |

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|---|---------------|------------|---------|---|
|  | United States | 6/30/2009 | 3647503 | Schweitzer Engineering Laboratories, Inc. |
|  | United States | 9/14/2010 | 3848425 | Schweitzer Engineering Laboratories, Inc. |
| SAFELOCK | United States | 7/6/2010 | 3815228 | Schweitzer Engineering Laboratories, Inc. |
| ACSELERATOR REPORT SERVER | United States | 6/2/2009 | 3630466 | Schweitzer Engineering Laboratories, Inc. |
| ACSELERATOR ANALYTIC ASSISTANT | United States | 6/2/2009 | 3630460 | Schweitzer Engineering Laboratories, Inc. |
| ACSELERATOR REPORT VIEWER | United States | 6/2/2009 | 3630461 | Schweitzer Engineering Laboratories, Inc. |
|  | United States | 6/2/2009 | 3632966 | Schweitzer Engineering Laboratories, Inc. |
| RADIORANGER | United States | 2/24/2009 | 3580006 | Schweitzer Engineering Laboratories, Inc. |
| COMPASS | United States | 1/27/2009 | 3566889 | Schweitzer Engineering Laboratories, Inc. |
| BEST CHOICE GROUND DIRECTIONAL ELEMENT | United States | 12/30/2008 | 3552826 | Schweitzer Engineering Laboratories, Inc. |

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|  | United States | 10/14/2008 | 3515203 | Schweitzer Engineering Laboratories, Inc. |
| POWERCORE | United States | 11/29/2011 | 4063549 | Schweitzer Engineering Laboratories, Inc. |
|  | United States | 2/12/2008 | 3382625 | Schweitzer Engineering Laboratories, Inc. |
| ACSELERATOR ARCHITECT | United States | 1/8/2008 | 3364421 | Schweitzer Engineering Laboratories, Inc. |
| ACSELERATOR QUICKSET | United States | 1/8/2008 | 3364422 | Schweitzer Engineering Laboratories, Inc. |
| ACSELERATOR QUICKSET DESIGNER | United States | 1/8/2008 | 3364423 | Schweitzer Engineering Laboratories, Inc. |
| RAMP-DOWN RESTRAINT | United States | 1/8/2008 | 3364390 | Schweitzer Engineering Laboratories, Inc. |
| BEACON BOLT | United States | 2/19/2008 | 3386002 | Schweitzer Engineering Laboratories, Inc. |
|  | United States | 7/31/2007 | 3271341 | Schweitzer Engineering Laboratories, Inc. |
| DATA COURIER | United States | 1/15/2008 | 3369933 | Schweitzer Engineering Laboratories, Inc. |
| POWERMAX | United States | 12/25/2007 | 3358414 | Schweitzer Engineering Laboratories, |

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|---|---------------|------------|---------|---|
| | | | | Inc. |
|  | United States | 2/19/2008 | 3386820 | Schweitzer Engineering Laboratories, Inc. |
| BEACON | United States | 3/10/2009 | 3589142 | Schweitzer Engineering Laboratories, Inc. |
| AUTORANGER | United States | 3/10/2009 | 3589143 | Schweitzer Engineering Laboratories, Inc. |
|  | United States | 1/2/2007 | 3192914 | Schweitzer Engineering Laboratories, Inc. |
| SYNCHROWAVE | United States | 10/17/2006 | 3157607 | Schweitzer Engineering Laboratories, Inc. |
| SEL-2407 | United States | 11/21/2006 | 3175257 | Schweitzer Engineering Laboratories, Inc. |
|  | United States | 4/18/2006 | 3083181 | Schweitzer Engineering Laboratories, Inc. |
| MIRRORED BITS | United States | 2/3/2004 | 2810069 | Schweitzer Engineering Laboratories, Inc. |
| MAKING ELECTRIC POWER SAFER, MORE RELIABLE, AND MORE ECONOMICAL | United States | 8/19/2003 | 2752743 | Schweitzer Engineering Laboratories, Inc. |
| | | | | Schweitzer Engineering Laboratories, Inc. |
| ACSELERATOR | United States | 10/2/2000 | 2500219 | Schweitzer Engineering Laboratories, Inc. |

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| | | | | Inc. |
| JOB DONE | United States | 7/11/2000 | 2365737 | Schweitzer Engineering Laboratories, Inc. |
|  | United States | 2/22/2000 | 2320556 | Schweitzer Engineering Laboratories, Inc. |
| DAYLIGHT RESTRAINT | United States | 3/14/2000 | 2328098 | Schweitzer Engineering Laboratories, Inc. |
| SELOGIC | United States | 12/3/1996 | 2020829 | Schweitzer Engineering Laboratories, Inc. |
| CONNECTORIZED | United States | 4/13/1999 | 2239136 | Schweitzer Engineering Laboratories, Inc. |
| SEL | United States | 4/25/1989 | 1536181 | Schweitzer Engineering Laboratories, Inc. |
|  | United States | 2/21/1989 | 1525339 | Schweitzer Engineering Laboratories, Inc. |
| SCHWEITZER ENGINEERING LABORATORIES | United States | 5/16/1989 | 1538996 | Schweitzer Engineering Laboratories, Inc. |

TRADEMARK APPLICATIONS

| Trademark | Country {State} | Application Date | Application Number | Grantor |
|---|------------------------|-------------------------|---------------------------|---|
| SEL SETTINGS | United States | 3/16/2018 | 87/836990 | Schweitzer Engineering Laboratories, Inc. |
| FMS | United States | 9/15/2017 | 87/610489 | Schweitzer Engineering Laboratories, Inc. |
| FAULT MESSAGE SERVICE | United States | 9/15/2017 | 87/610472 | Schweitzer Engineering Laboratories, Inc. |
| MEGASCOPE | United States | 4/25/2017 | 87/424106 | Schweitzer Engineering Laboratories, Inc. |
| CONTROLLING ENERGY MOVING AT THE SPEED OF LIGHT | United States | 12/2/2015 | 86/836715 | Schweitzer Engineering Laboratories, Inc. |
| SOLUTIONS FOR ENERGY MOVING AT THE SPEED OF LIGHT | United States | 12/2/2015 | 86/836729 | Schweitzer Engineering Laboratories, Inc. |
| PROTECTING ENERGY MOVING AT THE SPEED OF LIGHT | United States | 12/2/2015 | 86/836683 | Schweitzer Engineering Laboratories, Inc. |