

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM651208

<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>
Schumacher Electric Corporation		06/02/2021	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alter Domus (US) LLC		
<b>Street Address:</b>	225 W. Washington Street, 9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1880485	SHIP 'N SHORE	
<b>Registration Number:</b>	2460511	BATTERY COMPANION	
<b>Registration Number:</b>	3441976	DYNACHARGE	
<b>Registration Number:</b>	3380821	SIGNATURE SERIES	
<b>Registration Number:</b>	3375809	CHARGE XPRESS	
<b>Registration Number:</b>	3375810	MITYMITE	
<b>Registration Number:</b>	3375811	FARM & RANCH	
<b>Registration Number:</b>	3802494	SCHUMACHER ELECTRIC CORP. SINCE 1947	
<b>Registration Number:</b>	3806182	AUTO VOLTAGE DETECTION	
<b>Registration Number:</b>	3802529	MICROPROCESSOR CONTROLLED	
<b>Registration Number:</b>	2957961	CHARGE 'N RIDE	
<b>Registration Number:</b>	2953850	SPEEDCHARGE	
<b>Registration Number:</b>	3009741	COMPUTER SMART	
<b>Registration Number:</b>	2895635	SCHUMACHER	
<b>Registration Number:</b>	4363563	SCHUMACHER E L E C T R I C	
<b>Registration Number:</b>	4844692	BLUE-FUEL	
<b>Registration Number:</b>	5028224	SCHULINK	
<b>Registration Number:</b>	4964453	SCHUMACHER	
<b>Registration Number:</b>	4987206	SCHUMACHER ELECTRIC CORP. SINCE 1947	
<b>TRADEMARK</b>			

OP \$640.00 1880485

Property Type	Number	Word Mark
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:**

*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:** 212-655-3348

**Email:** zhanusek@chapman.com

**Correspondent Name:** Chapman and Cutler LLP

**Address Line 1:** 1270 Avenue of the Americas, 30th Floor

**Address Line 2:** Zachary Hanusek

**Address Line 4:** New York, NEW YORK 10020

<b>NAME OF SUBMITTER:</b>	Zachary Hanusek
<b>SIGNATURE:</b>	/Zachary Hanusek/
<b>DATE SIGNED:</b>	06/02/2021

**Total Attachments: 9**

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Schumacher Electric Corporation

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: IL  
 Other \_\_\_\_\_

Citizenship (see guidelines) Illinois

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 2, 2021

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Alter Domus (US) LLC

Street Address: 225 W. Washington Street, 9th Floor

City: Chicago

State: IL

Country: USA Zip: 60606

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other company limited liability Citizenship IL

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text  
See attached Schedule I

B. Trademark Registration No.(s)  
See attached Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached Schedule I

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Zachary Hanusek

Internal Address: Chapman and Cutler LLP

Street Address: 1270 Avenue of the Americas  
30th Floor

City: New York

State: NY Zip: 10020

Phone Number: 212-655-3348

Docket Number: N/a

Email Address: zhanusek@chapman.com

### 6. Total number of applications and registrations involved:

25

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

Zachary Hanusek  
Signature

June 2, 2021

Date

Zachary Hanusek

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

## TRADEMARK SECURITY AGREEMENT

THIS 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 Alter Domus (US) LLC, as the collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of June 2, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Jumpstart Purchaser, Inc., a Delaware corporation ("Holdings"), Schumacher Electric Corporation, an Illinois corporation ("Borrower"), each other Person party thereto that are designated as a "Credit Party" from time to time, the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Alter Domus (US) LLC, a Delaware limited liability company, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") and collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent", and together with the Administrative Agent, each an "Agent" and collectively, the "Agents"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Credit Agreement, to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, each Grantor is party to the Security Agreement, pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

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

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

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 Secured Obligations, hereby pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 claims, causes of action, and 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, and solely during any period within which, 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. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon requests by the Collateral Agent.

Section 5. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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. To the extent there is any inconsistency or conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control and supersede this Trademark Security Agreement.

Section 6. 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. This Trademark Security Agreement may be executed via telecopier, facsimile transmission or other electronic method.

Section 7. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 8. 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: 007313 FRAME: 0670**

ACCEPTED AND AGREED  
as of the date first above written:

**ALTER DOMUS (US) LLC,**  
as Collateral Agent

By: \_\_\_\_\_

  
Name: Matthew Trybula  
Title: Associate Counsel

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]




**TRADEMARK**  
**REEL: 007313 FRAME: 0671**



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations and Trademark Applications

UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

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 E L E C T R I C and Design 	85667918	Jul. 03, 2012	4363563	Jul. 09, 2013	9	Registered	Schumacher Electric Corporation
16.	BLUE-FUEL and Design 	86559152	Mar. 10, 2015	4844692	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	5125887	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	5138998	Feb. 07, 2017	9	Registered	Schumacher Electric Corporation