

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM717422

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jefferson Electric LLC		03/29/2022	Limited Liability Company: DELAWARE
Power Partners, LLC		03/29/2022	Limited Liability Company: DELAWARE
Pioneer Electrogrouop Canada ULC		03/29/2022	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	3455 Peachtree Road NE
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	97125368	PPI POWER PARTNERS
Serial Number:	97102349	PPI POWER PARTNERS, INC.
Registration Number:	5591832	TRANSFORMER SUPPLY
Registration Number:	4124484	JEFFERSON
Registration Number:	4124485	JEFFERSON ELECTRIC
Registration Number:	2179377	JEFFERSON ELECTRIC
Registration Number:	3095087	SOLARTRAN TANNING BED TRANSFORMERS
Registration Number:	3931922	H
Registration Number:	3813260	TRANSMAX
Registration Number:	4309439	HSS
Registration Number:	4078477	SYSTEMAX
Registration Number:	3847214	GENMAX
Registration Number:	4128485	PPI POWER PARTNERS, INC.
Registration Number:	3988192	P T TRANSFORMATEURS LTEE PIONEER TRANSFO
Registration Number:	4022410	P T

CH \$415.00 97125368

Property Type	Number	Word Mark
Registration Number:	4076679	PIONEER
CORRESPONDENCE DATA		
Fax Number:	8883259172	
<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:	16172390567	
Email:	carla.hines@lockelord.com	
Correspondent Name:	CARLA A. HINES	
Address Line 1:	LOCKE LORD LLP	
Address Line 4:	Boston, MASSACHUSETTS 02199	
ATTORNEY DOCKET NUMBER:	1428636.00059	
NAME OF SUBMITTER:	Carla A. Hines	
SIGNATURE:	/s/ Carla A. Hines	
DATE SIGNED:	03/29/2022	
Total Attachments: 6		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **March 29, 2022** between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BANK OF AMERICA, N.A.**, as administrative agent for the Secured Parties (in such capacity, the “**Administrative 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 the date hereof (as it may be amended, restated, amended and 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 Administrative Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, each Grantor has (i) as collateral security for the payment and performance of the Secured Obligations, pledged, assigned and granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing 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. All capitalized terms used herein (including the preamble and recitals hereto) not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement.

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

Section 1. Grant of Security. As collateral security for the payment and performance of the Secured Obligations, whether now existing or hereafter incurred, each Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

- (a) All Canadian, United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all United States registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”); and
- (b) All Canadian, 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, (other than any “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), including, but not limited to (i) the United States 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**”).

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. Foreign Intellectual Property. Notwithstanding anything to the contrary in this Agreement or the foregoing, nothing in this Agreement shall constitute any representation or warranty as to the validity, enforceability or perfection of the Lien granted hereunder in Collateral that is Intellectual Property registered, issued or arising under the laws of a country other than Canada or the United States, nor shall this Agreement create an obligation on any Grantor to make any filings or take any other actions to record or perfect the Administrative Agent’s security interest in and continuing lien on Intellectual Property outside of Canada or the United States.

Section 4. 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.

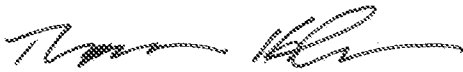
Section 5. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 6. 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 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 Intellectual Property Security 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.

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IN WITNESS WHEREOF, each Grantor and the Administrative 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.

JEFFERSON ELECTRIC LLC, as a Grantor

By: 
Name: Thomas Klink
Title: President and Chief Financial Officer

POWER PARTNERS, LLC, as a Grantor

By: 
Name: Thomas Klink
Title: President and Chief Financial Officer

PIONEER ELECTROGROUP CANADA ULC, as a Grantor

By: 
Name: Thomas Klink
Title: President and Chief Financial Officer

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____

Name: John Lim

Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007674 FRAME: 0069

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Patents

Grantor	Country of Registration	Patent No.	Title
Jefferson Electric LLC (f/k/a Jefferson Electric, Inc.)	US	7,092,229	Electrical Filter/Protector and Methods of Constructing and Utilizing Same
Jefferson Electric LLC (f/k/a Jefferson Electric, Inc.)	US	7,804,198 B2	Electrical Harmonic Suppression System and Enclosure for the Same

2. Trademarks

Grantor	Country of Registration	Trademark	Registration Date/(App. Date)	Registration Number/(App. No.)	Status
Power Partners, LLC	US	"PPI Power Partners"	(November 15, 2021)	(97125368)	Pending
Power Partners, LLC	US	"PPI Power Partners, Inc."	(November 1, 2021)	(97102349)	Pending
Jefferson Electric, LLC	US	"Transformer Supply"	October 23, 2018	5,591,832	Active
Jefferson Electric LLC (f/k/a Jefferson Electric, Inc.)	US	"Jefferson"	April 10, 2012	4,124,484	Active
Jefferson Electric LLC (f/k/a Jefferson Electric, Inc.)	US	"Jefferson Electric"	April 10, 2012	4,124,485	Active
Jefferson Electric LLC (f/k/a Jefferson Electric, Inc.)	US	"Jefferson Electric" logo	August 4, 1998	2,179,377	Active
Jefferson Electric LLC (f/k/a Jefferson Electric, Inc.)	US	"SolarTran Tanning Bed Transformers" logo	May 23, 2006	3,095,087	Active
Jefferson Electric LLC	US	"H" logo	March 15, 2011	3,931,922	Active

(f/k/a Jefferson Electric, Inc.)					
Jefferson Electric LLC (f/k/a Jefferson Electric, Inc.)	US	"TransMax"	July 6, 2010	3,813,260	Active
Jefferson Electric LLC (f/k/a Jefferson Electric, Inc.)	US	"HSS"	March 26, 2013	4,309,439	Active
Jefferson Electric LLC (f/k/a Jefferson Electric, Inc.)	US	"SysteMax"	January 3, 2012	4,078,477	Active
Jefferson Electric LLC (f/k/a Jefferson Electric, Inc.)	US	"GenMax"	September 14, 2010	3,847,214	Active
Power Partners, LLC (f/k/a Power Partners, Inc.)	US	PPI POWER PARTNERS, INC.	April 17, 2012	4,128,485	Active
Pioneer Electrogrouop Canada ULC	US	"Pioneer Transformers Ltd." (English and French) and logo	July 5, 2011	3,988,192	Active
Pioneer Electrogrouop Canada ULC	US	"PT" logo	September 6, 2011	4,022,410	Active
Pioneer Electrogrouop Canada ULC	US	Pioneer	December 27, 2011	4,076,679	Active