

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM476557

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

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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.

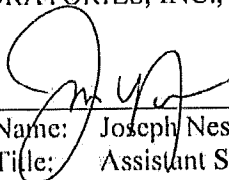
Section 6.      Governing Law. This Notice and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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

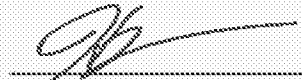
[Signature Page to Grant of Security Interest in Trademarks]

**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]

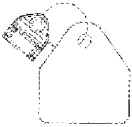
**TRADEMARK**  
**REEL: 006397 FRAME: 0405**



SCHEDULE I  
TO  
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS




Trademark Registrations



TRADEMARKS – United States

<b>Trademark</b>	<b>Country {State}</b>	<b>Registration Date</b>	<b>Registration Number</b>	<b>Grantor</b>
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.



	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.

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.

	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.

	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,

				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.

				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

<b>Trademark</b>	<b>Country {State}</b>	<b>Application Date</b>	<b>Application Number</b>	<b>Grantor</b>
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.