

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jefferson Electric, Inc.		08/16/2019	Corporation:
Transformer Supply, Inc.		08/16/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	115 S. LaSalle St., 20W		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
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	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		

CH \$265.00 5591832

TRADEMARK

Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	11569-30380
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	08/19/2019
Total Attachments: 6 source=Pioneer - ABL Pledge and Security Agreement IPSA US [Executed]#page1.tif source=Pioneer - ABL Pledge and Security Agreement IPSA US [Executed]#page2.tif source=Pioneer - ABL Pledge and Security Agreement IPSA US [Executed]#page3.tif source=Pioneer - ABL Pledge and Security Agreement IPSA US [Executed]#page4.tif source=Pioneer - ABL Pledge and Security Agreement IPSA US [Executed]#page5.tif source=Pioneer - ABL Pledge and Security Agreement IPSA US [Executed]#page6.tif	

THE LIENS, HYPOTHECS AND SECURITY INTERESTS SECURING THE INDEBTEDNESS AND OTHER OBLIGATIONS INCURRED OR ARISING UNDER OR EVIDENCED BY THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY WITH RESPECT TO SUCH LIENS, HYPOTHECS AND SECURITY INTERESTS ARE SUBJECT TO THE PROVISIONS OF THAT CERTAIN INTERCREDITOR AGREEMENT (AS THE SAME MAY BE AMENDED OR OTHERWISE MODIFIED FROM TIME TO TIME PURSUANT TO THE TERMS THEREOF, REFERRED TO IN THIS PARAGRAPH AS THE “INTERCREDITOR AGREEMENT”), DATED AS OF AUGUST 16, 2019 BETWEEN, BANK OF MONTREAL, IN ITS CAPACITY AS THE ABL AGENT (INCLUDING ITS SUCCESSORS AND ASSIGNS FROM TIME TO TIME), AND RGA REINSURANCE COMPANY, IN ITS CAPACITY AS THE TERM LOAN AGENT (INCLUDING ITS SUCCESSORS AND ASSIGNS FROM TIME TO TIME), AND CERTAIN OTHER PERSONS WHICH MAY BE OR BECOME PARTIES THERETO OR BECOME BOUND THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL, AND EACH PARTY TO HERETO HEREBY ACKNOWLEDGES THAT IT IS BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of August 16, 2019 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BANK OF MONTREAL**, 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 August 16, 2019 (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 United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary

interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the United States registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the “**Copyrights**”).

(b) All 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**”).

(c) 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, (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 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 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.

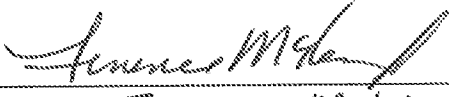
JEFFERSON ELECTRIC, INC.
as a Grantor

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

TRANSFORMER SUPPLY, INC.
as a Grantor

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

BANK OF MONTREAL,
as Administrative Agent

By: 
Name: TERRENCE MCKENNA
Title: Director

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Copyrights

None.

2. Patents

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

3. Trademarks

Grantor	Country of Registration	Trademark	Registration Date	Registration Number	Status
Transformer Supply, Inc.	US	"Transformer Supply" logo	October 23, 2018	5,591,832	Active
Jefferson Electric, Inc.	US	"Jefferson"	April 10, 2012	4,124,484	Active
Jefferson Electric, Inc.	US	"Jefferson Electric"	April 10, 2012	4,124,485	Active
Jefferson Electric, Inc.	US	"Jefferson Electric" logo	August 4, 1998	2,179,377	Active
Jefferson Electric, Inc.	US	"SolarTran Tanning Bed Transformers" logo	May 23, 2006	3,095,087	Active
Jefferson Electric, Inc.	US	"H" logo	March 15, 2011	3,931,922	Active
Jefferson Electric, Inc.	US	"TransMax"	July 6, 2010	3,813,260	Active
Jefferson Electric, Inc.	US	"HSS"	March 26, 2013	4,309,439	Active
Jefferson Electric, Inc.	US	"Systemax"	January 3, 2012	4,078,477	Active
Jefferson Electric, Inc.	US	"GenMax"	September 14, 2010	3,847,214	Active