

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740858

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Turbine Generator Maintenance, Inc.		07/11/2022	Corporation: DELAWARE
Power Services Group, Inc.		07/11/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Whitehorse Capital Management, LLC		
Street Address:	1450 Brickell Avenue		
Internal Address:	31st Floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4949112	GRADE	
Registration Number:	5062119	SAFETY, QUALITY, PRODUCTION - IN THAT OR	
Registration Number:	4782054	GRIP	
Registration Number:	4777126	TGM	
Registration Number:	2023966	TGM	
Registration Number:	2114840	MR. TURBINE	
Registration Number:	4157438	TOTAL TURBINE CARE	
Serial Number:	97347160	POWER SERVICES GROUP	
Serial Number:	97347480	PSG	
CORRESPONDENCE DATA			
Fax Number:			
<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:	404-572-3401		
Email:	morgan.roth@kslaw.com		
Correspondent Name:	Morgan Roth		
Address Line 1:	1800 Peachtree Street NE		

OP \$240.00 4949112

Address Line 2: Suite 1600
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 20729.515024

NAME OF SUBMITTER: Morgan Roth

SIGNATURE: /s/ Morgan Roth

DATE SIGNED: 07/13/2022

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 11th day of July, 2022, between TURBINE GENERATOR MAINTENANCE, INC., a Delaware corporation ("TGM"), and POWER SERVICES GROUP, INC., a Delaware corporation ("PSG"; TGM and PSG each individually and collectively referred to herein as, the "Grantor"), and WHITEHORSE CAPITAL MANAGEMENT, LLC, in its capacity as collateral agent pursuant to the Credit Agreement referred to below (together with its successors and assigns, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 25, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among by and among POWER SERVICES GROUP CR ACQUISITION, INC. (f/k/a PPS CR Acquisition, Inc.), a Delaware corporation, as a Borrower and the Borrower Representative, the other Persons party thereto from time to time as Borrowers or Guarantors, WHITEHORSE CAPITAL MANAGEMENT, LLC, as the Administrative Agent and the Collateral Agent and the financial institutions party thereto from time to time as Lenders, the Lenders are willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, as a condition precedent to the making of such financial accommodations, the Grantor is required to execute and deliver to the Collateral Agent that certain Security Agreement, dated as of June 25, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent this Trademark Security Agreement for the purpose of filing at the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants, collaterally assigns, mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in and to the following property, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(i) any and all of the Grantor's trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including those trademarks registered or trademark applications filed with the

United States Patent and Trademark Office listed on Schedule I hereto; (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable thereunder and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements, dilutions or other violations thereof, (iv) the right to sue for past, present and future infringements, dilution or other violations thereof, (v) the goodwill of each Grantor's business symbolized by the foregoing and connected therewith and (vi) all of each Grantor's rights corresponding to the foregoing throughout the world;

provided, however, that Trademark Collateral shall not include any Excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantors, or any of them, to the Collateral Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms 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.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures hereto delivered by Electronic Transmission shall be deemed an original signature hereto.

6. GOVERNING LAW. All matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, their validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof or thereof and any determinations with respect to post-judgment interest), shall be construed in accordance with and governed by the laws of the State of New York.

7. CONSTRUCTION. Each definition of an agreement in this Trademark Security Agreement shall include such instrument or agreement as amended, restated, supplemented or otherwise modified from time to time with, if required by the Loan Documents, the prior written consent of the Collateral Agent or the Lenders, as applicable. Except where the context otherwise

requires, definitions imparting the singular shall include the plural and vice versa. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Trademark Security Agreement shall refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement, unless otherwise specifically provided herein. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", whether or not so expressly stated in each such instance. The word "will" shall be construed to have the same meaning and effect as the word "shall". "Writing", "written" and comparable terms refer to printing, typing, computer disk, e-mail and other means of reproducing words in a visible form. Except where otherwise specifically restricted, reference to a party to a Loan Document includes that party and its successors and permitted assigns. All terms used herein which are defined in Article 9 of the UCC and which are not otherwise defined herein shall have the same meanings herein as set forth therein.

[remainder of page left blank intentionally]

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.

GRANTOR:

TURBINE GENERATOR MAINTENANCE, INC.

Brent Willson

By: _____

Name: Brent Willson

Title: Vice President, Assistant Secretary and Assistant Treasurer

POWER SERVICES GROUP, INC.

Brent Willson

By: _____

Name: Brent Willson

Title: Vice President, Assistant Secretary and Assistant Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

**WHITEHORSE CAPITAL MANAGEMENT, LLC,
as the Collateral Agent**

By: _____

Name:

Title:

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.

GRANTOR:

**TURBINE GENERATOR MAINTENANCE,
INC.**

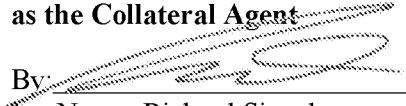
By: _____
Name:
Title:

POWER SERVICES GROUP, INC.

By: _____
Name:
Title:


ACCEPTED AND ACKNOWLEDGED BY:

**WHITEHORSE CAPITAL MANAGEMENT, LLC,
as the Collateral Agent**

By:  _____
Name: Richard Siegel
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Mark	Application/ Registration No.	Application/ Registration Date
Turbine Generator Maintenance, Inc.	GRADE	RN: 4949112 SN: 86521093	Registered, May 3, 2016 Int'l Class: 37 First Use: January, 2014 Filed: February 2, 2015 Registered: May 3, 2016 Register Type: Principal Register
Turbine Generator Maintenance, Inc.	SAFETY, QUALITY, PRODUCTION - IN THAT ORDER!	RN: 5062119 SN: 86743713	Registered, October 18, 2016 Int'l Class: 37 First Use: June, 2009 Filed: September 1, 2015 Registered: October 18, 2016 Register Type: Principal Register
Turbine Generator Maintenance, Inc.	GRIP	RN: 4782054 SN: 86521090	Registered, October 5, 2021 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 37 First Use: 2014 Filed: February 2, 2015 Registered: July 28, 2015 Register Type: Principal Register
Turbine Generator Maintenance, Inc.	TGM and Design 	RN: 4777126 SN: 86467770	Registered, October 5, 2021 Office Status: Section 8 & 15-Accepted and Acknowledged

			<p>Int'l Class: 37 First Use: January 1, 2008 Filed: December 1, 2014 Registered: July 21, 2015 Register Type: Principal Register</p>
Turbine Generator Maintenance, Inc.	TGM	<p>RN: 2023966 SN: 75048544</p>	<p>Renewed, April 15, 2016 Office Status: Registered and Renewed Int'l Class: 37 First Use: May 1, 1986 Filed: January 25, 1996 Registered: December 17, 1996 Last Renewal: December 17, 2016 Register Type: Principal Register</p>
Turbine Generator Maintenance, Inc.	MR. TURBINE	<p>RN: 2114840 SN: 75152559</p>	<p>Renewed, December 12, 2017 Office Status: Registered and Renewed Int'l Class: 37 First Use: September 9, 1996 Filed: August 19, 1996 Registered: November 18, 1997 Last Renewal: November 18, 2017 Register Type: Principal Register</p>
Turbine Generator Maintenance, Inc.	TOTAL TURBINE CARE	<p>RN: 4157438 SN: 85446523</p>	<p>Renewed, February 22, 2022 Office Status: Registered and Renewed Int'l Class: 37 First Use: October 3, 2011</p>

			Filed: October 13, 2011 Registered: June 12, 2012 Last Renewal: June 12, 2022 Register Type: Principal Register
Power Services Group, Inc.	POWER SERVICES GROUP	SN: 97347160	Filed: April 5, 2022 Int'l Class: 37 First Use: March 2017
Power Services Group, Inc.	PSG	SN: 97347480	Filed: April 5, 2022 Int'l Class: 37 First Use: March 2017