

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coda Energy Holdings LLC		06/21/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	FCO MA Coda Holdings LLC, as Administrative and Collateral Agent		
Street Address:	1345 Avenue of the Americas		
Internal Address:	46th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4226078		
Registration Number:	4242357	CODA	
Registration Number:	4242360	CODA AUTOMOTIVE	
Serial Number:	77751594	CODA	
Registration Number:	3261451	ENERGYCS	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; 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:	717 N. Harwood St., Suite 3400		

CH \$140.00 4226078

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 27472-52320

NAME OF SUBMITTER: Dusan Clark

Signature: /Dusan Clark/

Date: 06/21/2013

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement"), dated June 21, 2013, is made by CODA ENERGY HOLDINGS LLC ("Assignor") in favor of FCO MA CODA HOLDINGS LLC, a Delaware limited liability company, located at 1345 Avenue of the Americas, 46th floor, New York, NY 10105, as administrative and collateral agent for certain lenders (in such capacity, together with any permitted successors and assigns, "Assignee"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Security Agreement (as hereinafter defined).

WHEREAS, Assignor is the applicant or registrant for the trademarks and service marks listed on the annexed Schedule A hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into that certain Loan and Security Agreement, dated as of June 21, 2013, among Assignor and the other grantors signatory thereto, and Assignee (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Secured Obligations, Assignor has hypothecated and granted to Assignor, for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Trademarks, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks and the applications and registrations thereof, all proceeds thereof, and all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same (the "Collateral");

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Security Agreement, the Parties agree as follows:

As collateral security for all of the Secured Obligations, Assignor hereby grants to the Assignee, for the benefit of the Agent and the Lenders, a continuing security interest in all of the Assignor's right, title, and interest in the Collateral, now owned or from time to time after the date hereof owned or acquired by the Assignor, and Assignee hereby accepts such grant of security interest from Assignor.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

In the event of an irreconcilable conflict between this Agreement and the Security Agreement, the Security Agreement shall govern.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, REGARDLESS OF THE LOCATION OF THE COLLATERAL, PROVIDED, HOWEVER, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK SHALL GOVERN IN REGARD TO THE VALIDITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL CONTINUE TO APPLY TO THAT EXTENT.


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IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

GRANTOR:

CODA ENERGY HOLDINGS LLC

By: Coda JV Holdings LLC, its Manager

By: 
Name: Glenn P. Cummins
Title: Treasurer

Agreed and Accepted:

FCO MA CODA HOLDINGS LLC,
as Assignee

By: _____
Name: Constantine M. Dakolias
Title: President



SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

1. Registered Marks

Registration Number	Application Number	Country	Trademark Name	Registered	Filed
8718603	8718603	European Community	CODA (BLOCK)	2-Jun-10	27-Nov-09
301691677	301691677	Hong Kong	CODA (BLOCK)	27-Feb-12	17-Aug-10
1182169	1113039	Mexico	CODA (BLOCK)	30-Sep-10	18-Aug-10
4226078	77/945294	US	MISCELLANEOUS DESIGN (CIRCULAR SYMBOL)	16-Oct-12	25-Feb-10
301691668	301691668	Hong Kong	MISCELLANEOUS DESIGN (CIRCULAR SYMBOL)	9-Feb-11	17-Aug-10
1113040	1113040	Mexico	MISCELLANEOUS DESIGN (CIRCULAR SYMBOL)	22-Oct-10	18-Aug-10
8588826	8588826	China	MISCELLANEOUS DESIGN (CIRCULAR SYMBOL)	7-Oct-11	19-Aug-10
9325151	9325151	European Community	MISCELLANEOUS DESIGN (CIRCULAR SYMBOL)	3-Feb-11	20-Aug-10
4242357	77/939627	US	CODA & DESIGN (Design plus character(s))	13-Nov-12	19-Feb-10
4242360	77/940464	US	CODA AUTOMOTIVE (Design plus character(s))	13-Nov-12	19-Feb-10
1043240	1043240	Madrid Protocol	GREENSCREEN (BLOCK)	1-Jun-10	1-Jun-10
1043240	1043240	European Community	GREENSCREEN (BLOCK)	1-Jun-10	1-Jun-10
301634454	301634454	Hong Kong	LIO ENERGY SYSTEMS (STYLIZED) (Word Mark (Stylized))	18-Jan-11	8-Jun-10
8533266	8533266	China	LIO ENERGY SYSTEMS (STYLIZED) (Word Mark (Stylized))	28-Aug-11	2-Aug-10
8108056	8108056	China	LIO ENERGY SYSTEMS (STYLIZED) (Word Mark (Stylized))	14-Apr-11	10-Dec-09
T1007299H	T1007299H	Singapore	LIO ENERGY SYSTEMS (STYLIZED) (Word Mark (Stylized))	26-Apr-11	10-Jun-10
1042715	1042715	S.Korea	LIO (BLOCK)	3-Jun-10	3-Jun-10
8108063	8108063	China	LIO (BLOCK)	21-Jun-11	10-Mar-10
8108062	8108062	China	LIO (BLOCK)	14-Apr-11	10-Mar-10
8533269	8533269	China	LIO (BLOCK)	28-Aug-11	2-Aug-10
301630395	301630395	Hong Kong	LIO (BLOCK)	18-Apr-11	3-Jun-10
1176222	1094399	Mexico	LIO (BLOCK)	26-Aug-10	3-Jun-10
1186320	1094401	Mexico	LIO (BLOCK)	27-Oct-10	3-Jun-10
1201420	1094403	Mexico	LIO (BLOCK)	15-Feb-11	3-Jun-10
T1007026Z	T1007026Z	Singapore	LIO (BLOCK)	14-Feb-11	3-Jun-10
301634463	301634463	Hong Kong	LIO (STYLIZED) (Word Mark (Stylized))	18-Jan-11	8-Jun-10
230428	230428	Israel	LIO (STYLIZED) (Word Mark (Stylized))	15-Jun-11	8-Jun-10
230429	230429	Israel	LIO (STYLIZED) (Word Mark (Stylized))	15-Jun-11	8-Jun-10
8108059	8108059	China	LIO (STYLIZED) (Word Mark (Stylized))	21-Jun-11	10-Dec-09
8533267	8533267	China	LIO (STYLIZED) (Word Mark (Stylized))	28-Aug-11	2-Aug-10
8108058	8108058	China	LIO (STYLIZED) (Word Mark (Stylized))	14-Apr-11	10-Dec-09
9166026	9166026	European Community	LIO (STYLIZED) (Word Mark (Stylized))	25-Nov-10	10-Jun-10
T1007297A	T1007297A	Singapore	LIO (STYLIZED) (Word Mark (Stylized))	26-Apr-11	10-Jun-10
8108060	8108060	China	LIO ENERGY SYSTEMS (BLOCK)	7-May-11	3-Dec-09
8108061	8108061	China	LIO ENERGY SYSTEMS (BLOCK)	28-Mar-12	3-Dec-09
8533268	8533268	China	LIO ENERGY SYSTEMS (BLOCK)	28-Aug-11	2-Aug-10
9150913	9150913	European Community	LIO ENERGY SYSTEMS (BLOCK)	15-Nov-10	3-Jun-10
301630403	301630403	Hong Kong	LIO ENERGY SYSTEMS (BLOCK)	18-Apr-11	3-Jun-10

1176224	1094406	Mexico	LIO ENERGY SYSTEMS (BLOCK)	26-Aug-10	3-Jun-10
1185050	1094408	Mexico	LIO ENERGY SYSTEMS (BLOCK)	20-Oct-10	3-Jun-10
1201421	1094409	Mexico	LIO ENERGY SYSTEMS (BLOCK)	15-Feb-11	3-Jun-10
T1007029D	T1007029D	Singapore	LIO ENERGY SYSTEMS (BLOCK)	21-Feb-11	3-Jun-10

2. Allowed Marks

RegNumber	AppNumber	Country	TrademarkName	Registered	Filed
	77751594	US	CODA (BLOCK)		3-Jun-09

3. Published Marks

RegNumber	AppNumber	Country	TrademarkName	Registered	Filed
	45-2010-2303	S.Korea	LIO ENERGY SYSTEMS (BLOCK)		3-Jun-10

1. Registered Marks

<u>Registration Number</u>	<u>Application Number</u>	<u>Country</u>	<u>Trademark Name</u>	<u>Registered</u>	<u>Filed</u>
3251451	76/528387	US	ENERGYCS (Word Mark (Stylized))	10-Jul-07	30-Jun-03

2. Allowed Marks

(None)

3. Published Marks

(None)