

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRIPLE POINT TECHNOLOGY, INC.		07/10/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10011
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2666275	ENERGY CROSSROADS
Registration Number:	2668807	ENERGY CROSSROADS
Registration Number:	2295896	
Registration Number:	2348232	
Registration Number:	2348231	TRIPLE POINT TECHNOLOGY
Registration Number:	2781254	TEMPEST XL
Registration Number:	3457881	FUTRAK
Serial Number:	85616375	CXL
Serial Number:	85619695	COMMODITY XL
Serial Number:	85619746	COMMODITY XL

CORRESPONDENCE DATA

Fax Number: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

via US Mail.

Phone: 2023704761
Email: tfahey@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1025 Vermont Avenue NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F145208
NAME OF SUBMITTER:	MEGAN M. TEIXEIRA
Signature:	/MEGAN M. TEIXEIRA/
Date:	07/10/2013

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, TRIPLE POINT TECHNOLOGY, INC., a Delaware corporation (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, ATLAS DELAWARE MERGER SUB INC., a Delaware corporation (“**Merger Sub**”), which on the Closing Date shall be merged with and into TRIPLE POINT GROUP HOLDINGS, INC., a Delaware corporation (the “**Company**”), with the Company surviving such merger as the Borrower (the “**Borrower**”), ATLAS TOPCO INC., a Delaware corporation (“**Holdings**”), each lender from time to time party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent, are parties to a Second Lien Credit Agreement dated as of July 10, 2013 (as amended, supplemented or modified from time to time, the “**Second Lien Credit Agreement**”);

WHEREAS, pursuant to (i) a Second Lien Guarantee and Collateral Agreement dated as of July 10, 2013 (as amended and/or supplemented from time to time, the “**Second Lien Guarantee and Collateral Agreement**”) among Merger Sub, which on the Closing Date shall be merged with and into the Company, with the Company surviving such merger as the Borrower, Holdings, the Subsidiary Guarantors party thereto and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Collateral Documents (including this Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and other Loan Parties and secured such guarantee (the “**Grantor’s Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Second Lien Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Second Lien Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee, to secure the Grantor’s Guarantee, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Second Lien Guarantee and Collateral Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided* that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each Trademark License (as defined in the Second Lien Guarantee and Collateral Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Second Lien Guarantee and Collateral Agreement or the Second Lien Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Second Lien Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Second Lien Guarantee and Collateral

Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Second Lien Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 10 day of July, 2013.

TRIPLE POINT TECHNOLOGY, INC.

By: 

Name:

Title:


Shirley Triple
President

{Signature Page to Second Lien Trademark Security Agreement}

Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Administrative Agent

By: 
Name: JUDITH SMITH
Title: AUTHORIZED SIGNATORY

By: 
Name: VIPUL DHADDA
Title: AUTHORIZED SIGNATORY

[Signature Page to Second Lien Trademark Security Agreement]

Schedule 1
to Second Lien Trademark Security Agreement

TRIPLE POINT TECHNOLOGY, INC.

TRADEMARK REGISTRATIONS

Owner	Mark	Serial Number	Registration Number	Registration Date
Triple Point Technology, Inc.	Energy Crossroads	76369383	2,666,275	12-24-2002
Triple Point Technology, Inc.	Energy Crossroads	76369382	2,668,807	12-31-2002
Triple Point Technology, Inc.	(3 Arrow) Design	75567084	2,295,896	11-30-1999
Triple Point Technology, Inc.	(3 Arrow) Design	75567082	2,348,232	5-9-2000
Triple Point Technology, Inc.	Triple Point	75567081	2,348,231	5-9-2000
Triple Point Technology, Inc.	Tempest XL	76369380	2,781,254	11-11-2003
Triple Point Technology, Inc.	FUTRAK	77339194	3,457,881	7-1-2008

TRADEMARK APPLICATIONS

Owner	Mark	Serial Number
Triple Point Technology, Inc.	CXL	85616375
Triple Point Technology, Inc.	Commodity XL	85619695
Triple Point Technology, Inc.	Commodity XL (Arrow design)	85619746

TRADEMARK LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
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None