

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303011

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cirro Group, Inc.		04/28/2014	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Deutsche Bank National Trust Company, as Priority Collateral Trustee and Parity Collateral Trustee		
Street Address:	100 Plaza One		
Internal Address:	Sixth Floor, MS 0699		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07311-3901		
Entity Type:	National Trust Company: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3754347	CIRRO ENERGY	
Registration Number:	3612272	ELECTRICITY MADE SIMPLE	
Registration Number:	3949049	IT'S ELECTRIC OUT THERE	
Registration Number:	3745077	KINETIC ENERGY	
Registration Number:	4032317	KINETIC ENERGY	
Registration Number:	3612270	SIMPLE POWER	
Registration Number:	3615388	SIMPLE POWER ELECTRICITY MADE SIMPLE	
Registration Number:	3284273	SMART CHOICE	
Registration Number:	3284272	SMART REWARDS	
Registration Number:	3379915	SMART SAVER	
Registration Number:	3516867	SMART SELECT	
Serial Number:	86122483	CIRRO GIVES	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
TRADEMARK			

CH \$315.00 3754347

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 036608-0057

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /s/ Angela M. Amaru

DATE SIGNED: 04/29/2014

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 28, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Supplemental Intellectual Property Security Agreement”), is made by Cirro Group, Inc., a Texas corporation (the “Grantor”) in favor of Deutsche Bank Trust Company Americas, located at c/o Deutsche Bank National Trust Company, 100 Plaza One, Sixth Floor, MS 0699, Jersey City, NJ 07311-3901, (i) in its capacity as Priority Collateral Trustee (as defined in the Collateral Trust Agreement described below) and (ii) in its capacity as Parity Collateral Trustee (as defined in the Collateral Trust Agreement described below). Capitalized terms used but not defined herein have the meanings given such terms in the Guarantee and Collateral Agreement (as defined below).

WHEREAS, the Grantor (pursuant to an Assumption Agreement, dated as of April 28, 2014), each other grantor party thereto, Deutsche Bank Trust Company Americas, in its capacities as Priority Collateral Trustee and Parity Collateral Trustee, and the other parties party thereto have entered into the Amended and Restated Guarantee and Collateral Agreement, dated as of July 1, 2011 (as further amended by the Second Amendment Agreement, dated as of June 4, 2013, and as it may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”);

WHEREAS, the Grantor (pursuant to a Collateral Trust Joinder dated April 28, 2014), Deutsche Bank Trust Company Americas, as Priority Collateral Trustee and Parity Collateral Trustee, and the other parties from time to time party thereto have entered into Second Amended and Restated Collateral Trust Agreement, dated as of July 1, 2011 (as amended by the Amendment to Collateral Trust Agreement, dated as of February 6, 2013, as further amended by the Second Amendment Agreement and Second Amendment to Collateral Trust Agreement, each dated as of June 4, 2013, and as it may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Trust Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property of the Grantor to the Priority Collateral Trustee for the benefit of the Priority Lien Secured Parties (as defined in the Collateral Trust Agreement) and to the Parity Collateral Trustee for the benefit of the Parity Lien Secured Parties (as defined in the Collateral Trust Agreement); and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, in connection with becoming a party to such agreement, the Grantor has agreed to execute this Supplemental Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

SECTION 1. Grant of Security. Grantor hereby (x) assigns and transfers to the Priority Collateral Trustee, and grants to the Priority Collateral Trustee, for the benefit of the

Priority Lien Secured Parties, a lien on and, except as set forth in Section 4.1 or 4.2 of the Guarantee and Collateral Agreement, a first priority security interest in all of the Intellectual Property Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Priority Lien Obligations (as defined in the Collateral Trust Agreement), and (y) assigns and transfers to the Parity Collateral Trustee, and grants to the Parity Collateral Trustee, for the benefit of the Parity Lien Secured Parties, a lien on and, except as set forth in Section 4.1 or 4.2 of the Guarantee and Collateral Agreement, a second priority security interest in all of the Intellectual Property Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Parity Lien Obligations (as defined in the Collateral Trust Agreement) (it being understood and agreed that the grants of security interest under the foregoing clause (x) and clause (y) constitute two separate and distinct grants of security and Liens, one in favor of the Priority Collateral Trustee in its capacity as collateral trustee for the benefit of the Priority Lien Secured Parties to secure the Priority Lien Obligations, and the second in favor of the Parity Collateral Trustee in its capacity as collateral trustee for the benefit of the Parity Lien Secured Parties to secure the Parity Lien Obligations), in each case including the following:

1. the United States trademark and service mark registrations and applications listed in Schedule 1, if any, and the goodwill of the business connected with the use of and symbolized by any of the foregoing;
2. the United States patents and patent applications listed in Schedule 1, if any;
3. the United States copyright registrations and applications listed in Schedule 1, if any;
4. the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill; and
5. any and all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

provided, however, that notwithstanding any of the other provisions set forth in this Section 1, this Supplemental Intellectual Property Security Agreement shall not, at any time, constitute a grant of a security interest in any property that is an Excluded Asset (other than any Proceeds of such Excluded Assets unless such Proceeds would otherwise independently constitute Excluded Assets); and provided, further, that if and when any property shall cease to be an Excluded Asset, the right, title, power and interest of the Grantor in and to such property shall be deemed at all times from and after the date thereof to constitute Intellectual Property Collateral. The Grantor, the Priority Collateral Trustee and the Parity Collateral Trustee hereby acknowledge and agree that the security interest created hereby in the Intellectual Property Collateral is not, in and of itself, to be construed as a grant of a fee interest in (as opposed to a security interest in) any

Intellectual Property, including any Copyright, Trademark, Patent, Copyright License, Patent License, Trademark License, Trade Secret or Trade Secret License.

SECTION 2. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Supplemental Intellectual Property Security Agreement, as applicable.

SECTION 3. Execution in Counterparts. This Supplemental Intellectual Property Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract.

SECTION 4. Governing Law. This Supplemental Intellectual Property Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 5. Conflict Provision. This Supplemental Intellectual Property Security Agreement has been entered into in conjunction with the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Intellectual Property Collateral granted herein are more fully set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplemental Intellectual Property Security Agreement are deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Supplemental Intellectual Property Security Agreement to be duly executed and delivered by its authorized officer as of the date first above written.

CIRRO GROUP, INC.

By: 
Name: G. Gary Garcia
Title: Vice President & Treasurer

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Priority Collateral Trustee and Parity Collateral Trustee

By: Deutsche Bank National Trust Company

By: 
Name: _____
Title: **Jeffrey Schoenfeld**
Assistant Vice President

By: 
Name: _____
Title: **Chris Niesz**
Assistant Vice President

Schedule 1 to
the Intellectual Property Security Agreement

TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS

MARK	SERIAL NUMBER	REGISTRATION NUMBER	COUNTRY	STATUS
CIRRO ENERGY	77/783,810	3,754,347	UNITED STATES	REGISTERED
CIRRO GIVES (Logo)	86/122,483		UNITED STATES	PENDING
ELECTRICITY MADE SIMPLE	77/576,984	3,612,272	UNITED STATES	REGISTERED
IT'S ELECTRIC OUT THERE	77/957,202	3,949,049	UNITED STATES	REGISTERED
KINETIC ENERGY	77/285,223	3,745,077	UNITED STATES	REGISTERED
KINETIC ENERGY (Logo)	77/957,208	4,032,317	UNITED STATES	REGISTERED
SIMPLE POWER	77/576,956	3,612,270	UNITED STATES	REGISTERED
SIMPLE POWER ELECTRICITY MADE SIMPLE (Logo)	77/576,866	3,615,388	UNITED STATES	REGISTERED
SMART CHOICE	76/669,384	3,284,273	UNITED STATES	REGISTERED
SMART REWARDS	76/669,381	3,284,272	UNITED STATES	REGISTERED
SMART SAVER	76/668,007	3,379,915	UNITED STATES	REGISTERED
SMART SELECT	76/669,437	3,516,867	UNITED STATES	REGISTERED