

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM314839

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
XZERES CORP.		08/21/2014	CORPORATION: NEVADA
XZERES ENERGY SERVICES CORP		08/21/2014	CORPORATION: NEVADA
XZERES CAPITAL CORP		08/21/2014	CORPORATION: NEVADA

## RECEIVING PARTY DATA

<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	1100 ABERNATHY ROAD, SUITE 1600
<b>City:</b>	ATLANTA
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30328
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
<b>Registration Number:</b>	3358108	SKYSTREAM
<b>Serial Number:</b>	85029098	XZERES
<b>Serial Number:</b>	85057806	XZERES WIND
<b>Serial Number:</b>	85061852	XZERES MACHINES FOR SERIOUS POWER
<b>Serial Number:</b>	85061863	XZERES SYSTEMS FOR SERIOUS POWER
<b>Serial Number:</b>	85190390	WINDRX
<b>Serial Number:</b>	85190408	XZSTAR
<b>Serial Number:</b>	85372738	XZERTRONIX
<b>Serial Number:</b>	85458915	KILO WATT MASTER
<b>Serial Number:</b>	85458932	KILOWATTMASTER
<b>Serial Number:</b>	85458955	METERKING
<b>Serial Number:</b>	85458972	ELECTRICITY SAVINGS AS A SERVICE
<b>Serial Number:</b>	85458977	ENERGY SAVINGS AS A SERVICE

## CORRESPONDENCE DATA

Fax Number: 8004947512

*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.*

TRADEMARK

**Phone:** 202-370-4750  
**Email:** ipteam@nationalcorp.com  
**Correspondent Name:** Joanna McCall  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** National Corporate Research, Ltd.  
**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** F151361

**NAME OF SUBMITTER:** Monica Courtade

**SIGNATURE:** /Monica Courtade/

**DATE SIGNED:** 08/21/2014

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 21st day of August, 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), with a chief executive office at 9025 SW Hillman Court, Suite 3126, Wilsonville, Oregon 97070, and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”) with offices at 1100 Abernathy Road, Suite 1600, Atlanta, Georgia 30328, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 21, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among XZERES Corp., as borrower (“Borrower”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of August 21, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of 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 Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

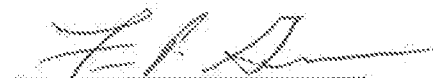
XZERES CORP.

By:   
Name: Frank Greco  
Title: President and CEO

XZERES ENERGY SERVICES CORP

By:   
Name: Frank Greco  
Title: President


XZERES CAPITAL CORP

By:   
Name: Frank Greco  
Title: President

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, a national banking  
association



By:   
Name: S.N. Thomas III  
Title: Director

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg. Date</b>
XZERES Corp.	US	SKYSTREAM	3,358,108	12/18/2007
XZERES Corp.	US	XZERES (Standard Character Mark)	85/029,098	05/03/2010
XZERES Corp.	US		85/057,806	06/08/2010
XZERES Corp.	US	XZERES Machines For Serious Power (Standard Character Mark)	85/061,852	06/14/2010
XZERES Corp.	US	XZERES Machines For Serious Power (Standard Character Mark)	85/061,863	06/14/2010
XZERES Corp.	US	WindRx (Standard Character Mark)	85/190,390	12/03/2010
XZERES Corp.	US	XZSTAR (Standard Character Mark)	85,190,408	12/03/2010
XZERES Corp.	US	XZERTRONIX	85/372,738	07/15/2011
XZERES Corp.	US	KILO WATT MASTER	85/458,915	10/28/2011
XZERES Corp.	US	KILOWATTMASTER	85/458,932	10/28/2011
XZERES Corp.	US	METERKING	85/458,955	10/28/2011
XZERES Corp.	US	ELECTRICITY SAVINGS AS A SERVICE	85/458,972	10/28/2011
XZERES Corp.	US	ENERGY SAVINGS AS A SERVICE	85/458,977	10/28/2011
XZERES Corp.	China	SKYSTREAM	5684001	11/07/2009
XZERES Corp.	China	SKYSTREAM	5684002	07/21/2009
XZERES Corp.	Australia	SKYSTREAM	1142823	10/24/2006
XZERES Corp.	Canada	SKYSTREAM	TMA696686	09/18/2007
XZERES Corp.	Hong Kong	SKYSTREAM	301091411	07/20/2009
XZERES Corp.	Japan	SKYSTREAM	5238629	06/12/2009
XZERES Corp.	India	SKYSTREAM	1498639	03/31/2010
XZERES Corp.	Norway	SKYSTREAM	242403	11/16/2007
XZERES Corp.	Switzerland	SKYSTREAM	554108	10/01/2007
XZERES Corp.	CTM	SKYSTREAM	5409842	11/15/2007
XZERES Corp.	Europe	XZERES (Standard Character Mark)	9490822	
XZERES Corp.	China	XZERES (Standard Character Mark)	879041	



XZERES Corp.	China	XZERES (Standard Character Mark)	879039	
XZERES Corp.	China	XZERES (Standard Character Mark)	879040	
XZERES Corp.	Europe		9578626	
XZERES Corp.	China		8923238	

**Trade Names**

None.

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

None.

**Trademark Licenses**

None.