

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALBIREO ENERGY, LLC		12/03/2014	LIMITED LIABILITY COMPANY: DELAWARE
ELECTRONIC CONTROL SYSTEMS, LLC		12/03/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, as Agent		
Street Address:	One U.S. Bank Plaza		
Internal Address:	7th & Washington		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85946722	ALBIREO ENERGY	
Registration Number:	3465941	ECS	
Serial Number:	86422510	ECS	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	2834.219		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	12/12/2014		

OP \$90.00 85946722

TRADEMARK

Total Attachments: 7

source=Albireo IP Security Agreement#page1.tif

source=Albireo IP Security Agreement#page2.tif

source=Albireo IP Security Agreement#page3.tif

source=Albireo IP Security Agreement#page4.tif

source=Albireo IP Security Agreement#page5.tif

source=Albireo IP Security Agreement#page6.tif

source=Albireo IP Security Agreement#page7.tif

AMENDED AND RESTATED
PATENT AND TRADEMARK SECURITY AGREEMENT

Reference is hereby made to that certain Amended and Restated Loan Agreement dated as of October 14, 2014, by and among Albireo Energy, LLC, a Delaware limited liability company ("Borrower"), the Lenders from time to time party thereto and U.S. Bank National Association, as the Swing Line Lender, the L/C Issuer and the Agent, as the same may from time to time be amended, modified, extended, renewed, supplemented or restated (the "Loan Agreement"). All capitalized terms used and not otherwise defined in this Amended and Restated Patent and Trademark Security Agreement (this "Agreement") shall have the respective meanings ascribed to them in the Loan Agreement.

This Agreement is made as of the 3rd day of December, 2014, by each of the signatories hereto (collectively, the "Grantors" and each a "Grantor") in favor of the Agent for the benefit of the Lenders.

WITNESSETH:

WHEREAS, the Borrower, the Agent, the L/C Issuer, and the Lenders are parties to the Loan Agreement;

WHEREAS, In connection with the Loan Agreement, the Grantors entered into that certain Patent and Trademark Security Agreement dated as of October 14, 2014 (as amended, supplemented or otherwise modified prior to the date hereof, the "Original IP Security Agreement");

WHEREAS, the Borrower, the Agent, the L/C Issuer, and the Lenders are herewith entering into that certain Waiver, Consent and First Amendment to Amended and Restated Loan Agreement dated as of the date hereof (the "First Amendment");

WHEREAS, as a condition precedent to the Agent, the L/C Issuer, and the Lenders entering into the First Amendment, the Agent, the L/C Issuer, and the Lenders have required that the Grantors execute and deliver this Agreement to the Agent for the benefit of the Agent, the L/C Issuer, and the Lenders, which Agreement shall amend and restate the Original IP Security Agreement in its entirety;

WHEREAS, in order to induce the Agent, the L/C Issuer, and the Lenders to enter into the Loan Agreement, the Grantors have agreed to execute and deliver this Agreement to the Agent for the benefit of the Agent, the L/C Issuer, and the Lenders; and

WHEREAS, this Agreement is being executed in connection with and in addition to the Second Amended and Restated Security Agreement dated as of the date hereof and executed by the Grantors and certain Affiliates of Grantors in favor of the Agent for the benefit of the Agent, the L/C Issuer, and the Lenders as the same may from time to time be amended, modified, extended, renewed, supplemented or restated (the "Security");

Agreement"), pursuant to which the each Grantor has granted to the Agent for the benefit of the Agent, the L/C Issuer, and the Lenders a security interest in and lien on, among other things, all of such Grantor's accounts, accounts receivable, payment intangibles, inventory, documents, instruments, chattel paper, general intangibles (including, without limitation, goodwill, patents, patent applications, trademarks, trademark applications and licenses), machinery, equipment, investment property, books and records, all whether now owned or hereafter acquired by such Grantor and all cash and non-cash proceeds thereof.

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

1. Grant of Security Interest. For value received, each Grantor hereby grants the Agent for the benefit of the Agent, the L/C Issuer, and the Lenders a security interest in and lien on all of such Grantor's right, title and interest in, to and under the following described property, all whether now owned and existing or hereafter created, acquired or arising (collectively, the "Collateral"):

(a) all patents and patent applications owned by such Grantor, and the inventions and improvements described and claimed therein, including, without limitation, each patent and application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications together with the items described in clauses (i) through (iv) of this subsection (q) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names and common law rights in the foregoing, in each case owned by such Grantor, including, without limitation, each trademark registration and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time); and (i) renewals or extensions thereof, (ii) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (r) are hereinafter collectively referred to herein as the "Trademarks");

(c) the goodwill of such Grantor's business connected with and symbolized by the Trademarks; and

(d) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b) and (c) above, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b) and (c) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all of the present and future Borrower's Obligations and (ii) any and all costs of collection, including, without limitation, reasonable and documented attorneys' fees and out-of-pocket expenses, incurred by the Agent, the L/C Issuer, and/or any Lender upon the occurrence of an Event of Default, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this Agreement or in representing the Agent, the L/C Issuer, and/or any Lender in connection with any bankruptcy or insolvency proceedings (hereinafter collectively referred to as the "Secured Obligations").

Notwithstanding the foregoing paragraph, the security interest created by this Agreement shall not extend to, and the term "Collateral" shall not include, any assets and personal property excluded from the Collateral as set forth in the Security Agreement, which includes intent-to-use trademark applications as further set forth in the Security Agreement.

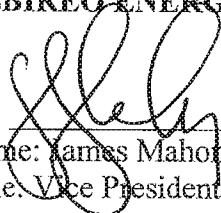
2. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

3. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the United States of America and the State of New York (without reference to conflict of law principles); it being understood that, to the extent that the Uniform Commercial Code requires the application of the laws of another jurisdiction with respect to the perfection, the effect of the perfection or non-perfection and/or the priority of the security interests and liens created by this Agreement, the laws of such other jurisdiction shall apply to such matters.

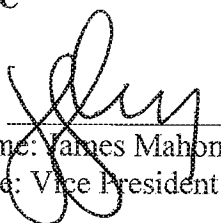
4. Amendment and Restatement. This Agreement amends, restates and replaces the Original IP Security Agreement in its entirety. Each Grantor acknowledges that the grants, pledges and assignments of liens and security interest made by such Grantor to Agent for the ratable benefit of Agent and Lenders in the Original IP Security Agreement remain continuous, in full force and effect, valid and subsisting, are not impaired or diminished hereby, and are reaffirmed hereby and governed by the terms hereof to secure the prompt payment and performance of the Secured Obligations.

IN WITNESS WHEREOF, the Grantors have executed this Amended and Restated Patent and Trademark Security Agreement as of the the date first set forth above.

ALBIRO ENERGY, LLC

By: 
Name: James Mahoney
Title: Vice President

**ELECTRONIC CONTROL SYSTEMS,
LLC**

By: 
Name: James Mahoney
Title: Vice President

SCHEDULE A

Patents

None.

Schedule A

16137587.1

TRADEMARK
REEL: 005418 FRAME: 0292

SCHEDULE B

Patent Applications

None.

Schedule B

16137587.1

TRADEMARK
REEL: 005418 FRAME: 0293


SCHEDULE C

U.S. Registered Trademarks

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
ALBIREO ENERGY	85946722	Registered		05/06/2014	ALBIREO ENERGY, LLC
ECS	77221085	Registered	3465941	07/15/2008	ELECTRONIC CONTROL SYSTEMS, INC.
ECS					

SCHEDULE D

U.S. Applications for Trademark Registration

MARK	Filing Date	SERIAL NUMBER	APPLICANT INFORMATION
ECS	10/13/2014	86422510	ELECTRONIC CONTROL SYSTEMS, LLC
			

Schedule C

16137587.1

RECORDED: 12/12/2014

TRADEMARK
REEL: 005418 FRAME: 0294