

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336848

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALBIREO ENERGY, LLC		03/31/2015	LIMITED LIABILITY COMPANY: MICHIGAN
ELECTRONIC CONTROL SYSTEMS, LLC		03/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
ENERGY OPTIONS, LLC		03/31/2015	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: 5

Property Type	Number	Word Mark
Registration Number:	3394533	ECS
Registration Number:	3465941	ECS
Serial Number:	86550536	ENERGY OPTIONS A DIVISION OF ALBIREO ENE
Serial Number:	86550547	ECS A DIVISION OF ALBIREO ENERGY
Serial Number:	85946722	ALBIREO ENERGY

CORRESPONDENCE DATA

Fax Number: 3128637806
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.

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

TRADEMARK

ATTORNEY DOCKET NUMBER:	2834.219
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	04/01/2015

Total Attachments: 8

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**SECOND AMENDED AND RESTATED
PATENT AND TRADEMARK SECURITY AGREEMENT**

Reference is hereby made to that certain Second 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 Second 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 31st day of March, 2015, 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 Amended and Restated Patent and Trademark Security Agreement dated as of December 3, 2014 which amended and restated the Patent and Trademark Security Agreement dated as of October 14, 2014 (as amended, supplemented or otherwise modified prior to the date hereof, the "Amended and Restated IP Security Agreement");

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

WHEREAS, as a condition precedent to the Agent, the L/C Issuer, and the Lenders entering into the Second 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 Amended and Restated 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 December 3, 2014 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.

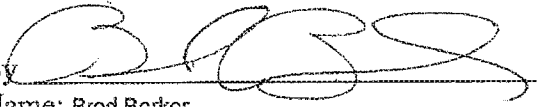
2. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, 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.

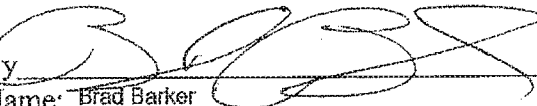
4. Amendment and Restatement. This Agreement amends, restates and replaces the Amended and Restated IP Security Agreement in its entirety. Each Grantor acknowledges that the grants, pledges and assignments of liens and security interest made by such Grantor to Agent for the ratable benefit of Agent and Lenders in the Amended and Restated 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 Second Amended and Restated Patent and Trademark Security Agreement as of the the date first set forth above.

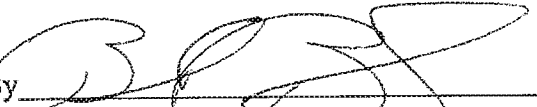
ALBIRO ENERGY, LLC,
a Michigan limited liability company

By 
Name: Brad Barker
Title: Vice President

ELECTRONIC CONTROL SYSTEMS, LLC,
a Delaware limited liability company

By 
Name: Brad Barker
Title: Vice President

ENERGY OPTIONS, LLC,
a Delaware limited liability company

By 
Name: Brad Barker
Title: Vice President

SCHEDULE A

Patents

None.


SCHEDULE B

Patent Applications

None.

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 	77224072	Registered	3394533	03/11/2008	ELECTRONIC CONTROL SYSTEMS, INC.
ECS ECS	77221085	Registered	3465941	07/15/2008	ELECTRONIC CONTROL SYSTEMS, INC.

SCHEDULE D

U.S. Applications for Trademark Registration

MARK	APPLICATION NUMBER	FILING DATE	OWNER INFORMATION
ENERGY OPTIONS A DIVISION OF ALBIREO ENERGY	86550536	03/02/2015	ENERGY OPTIONS, LLC
ECS A DIVISION OF ALBIREO ENERGY	86550547	03/02/2015	ELECTRONIC CONTROL SYSTEMS, LLC

Schedule D