

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347277

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLEARresult East Operating, LLC		07/08/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Societe Generale, as Administrative Agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Bank: FRANCE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3548869	CONSERVATION SERVICES GROUP	
Registration Number:	4099595	ENERGYMEASURE	
Registration Number:	3929459	REALHOMEANALYZER	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	75 East 55th Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	79896.00002		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		
DATE SIGNED:	07/08/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 8, 2015, between CLEARResult East Operating, LLC, a Delaware limited liability company ("**Grantor**"), and Société Générale, as administrative agent and collateral agent for the Secured Parties (in such capacity, the "**Administrative Agent**").

RECITALS

- (A) Longhorn Midco II, LLC, a Delaware limited liability company ("**Holdings**"), Longhorn Merger Sub, Inc., a Delaware corporation, CRCI Holdings, Inc., the financial institutions party thereto as lenders (each individually referred to as a "**Lender**" and collectively as "**Lenders**"), Administrative Agent and the other parties thereto are parties to a Credit Agreement dated as of July 12, 2013 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Credit Agreement**").
- (B) Grantor has executed and delivered that certain Joinder Agreement, dated as of July 8, 2015 to the Pledge and Security Agreement, dated as of July 12, 2013 in favor of the Administrative Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the "**Pledge and Security Agreement**"), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the Credit Agreement) other than, in respect of Grantor, Excluded Assets of Grantor, Grantor hereby pledges and grants to the Administrative Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

"**Intellectual Property Collateral**" means Grantor's right, title and interest in, to and under all of the following property (other than any Excluded Assets):

- (a) all Trademarks owned by Grantor, including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by Grantor;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or, if applicable, dilution of any Trademark injury to the goodwill associated with any Trademark.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets.

SECTION 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

SECTION 5 Governing Law

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN
ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK
(INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE
OF NEW YORK).**

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

CLEARRESULT EAST OPERATING, LLC,
as Grantor

By: 
Name: Glenn A. Garland
Title: President

[Signature Page to Trademark Security Agreement (CLEAResult East Operating, LLC)]

ACCEPTED AND AGREED:

SOCIETE GENERALE,
as Administrative Agent

By: Laura Weatherhead

Name: **Laura Weatherhead - Director**

**SCHEDULE I TO THE TRADEMARK SECURITY AGREEMENT
U.S. TRADEMARK REGISTRATIONS**

U.S. Trademarks

Grantor	Mark	Reg. No.	Reg. Date
CLEARresult East Operating, LLC	Conservation Services Group	3548869	December 23, 2008
CLEARresult East Operating, LLC	Energymeasure	4099595	February 14, 2012
CLEARresult East Operating, LLC	Realhomeanalyzer	3929459	March 8, 2011
CLEARresult East Operating, LLC	Emeasure	pending	pending