

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM354695

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VIRGINIA COLLEGE, LLC		09/03/2015	LIMITED LIABILITY COMPANY: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, AS COLLATERAL AGENT		
<b>Street Address:</b>	C/O MONROE CAPITAL, LLC, 311 SOUTH WACKER DRIVE, #6400		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3668981	CLEANEDISON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	312.577.8574		
<b>Email:</b>	humberto.aquino@kattenlaw.com		
<b>Correspondent Name:</b>	HUMBERTO AQUINO C/O KATTEN MUCHIN		
<b>Address Line 1:</b>	525 WEST MONROE STREET		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	336182-19		
<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO		
<b>SIGNATURE:</b>	/HUMBERTO AQUINO/		
<b>DATE SIGNED:</b>	09/10/2015		
<b>Total Attachments: 3</b>			
source=Assignment and Grant of Security Interest in Trademarks (Virginia College)#page1.tif			
source=Assignment and Grant of Security Interest in Trademarks (Virginia College)#page2.tif			
source=Assignment and Grant of Security Interest in Trademarks (Virginia College)#page3.tif			

CH \$40.00 3668981

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Agent pursuant to or in connection with this Agreement, the terms of this Agreement, and the exercise of any right or remedy by the Second Lien Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of September 3, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), between Cadence Bank, N.A., as the First Lien Agent and Monroe Capital Management Advisors, LLC, as the Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this agreement, the terms of the Intercreditor Agreement shall control.

#### **ASSIGNMENT AND GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS**

**WHEREAS**, VIRGINIA COLLEGE, LLC, an Alabama limited liability company (the "**Pledgor**") is the owner of the trademarks and service marks listed on Schedule A attached hereto, which marks are registered or have pending registrations in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such trademarks, service marks, registrations and applications, collectively, the "**Trademarks**") and is the owner of the patents listed on Schedule A attached hereto, which patents are registered or have pending applications in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such patents, registrations and applications, collectively, the "**Patents**"); and

**WHEREAS**, the Pledgor has entered into a Security Agreement (as amended, modified, restated or supplemented from time to time, the "**Security Agreement**"), dated as of September 3, 2015, in which the Pledgor has agreed with Cadence Bank, N.A., as Collateral Agent (the "**Collateral Agent**"), with offices at 2100 3rd Avenue North, Suite 1100, Birmingham, Alabama 35203, to execute this Assignment;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby assign and grant to the Collateral Agent a security interest in all of its right, title and interest in and to the Trademarks and the Patents, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks and the Patents. This Assignment has been given in conjunction with the assignment and security interest granted to the Collateral Agent under the Security Agreement, and the provisions of this Assignment are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

Notwithstanding anything herein to the contrary, each Pledgor and the Collateral Agent (on behalf of each Secured Party) agrees that the security interests and Liens granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, after the execution and delivery hereof, are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control at any time that the Intercreditor Agreement is in effect. Notwithstanding anything to the contrary contained herein, the Collateral Agent acknowledges and agrees that no Pledgor shall be required to take or refrain from taking any action at the request of the Collateral Agent with respect to the Collateral if such action or inaction would be inconsistent with the terms of the Intercreditor Agreement.

*[remainder of page left intentionally blank]*

VIRGINIA COLLEGE, LLC

By: 

Name: Christopher Boehm

Its: Executive Vice President, Chief Financial  
Officer and Treasurer

Assignment and Grant of Security Interest in Patents and Trademarks (ECA)

**TRADEMARK**  
**REEL: 005620 FRAME: 0727**

### TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Jurisdiction(s) and Office Where Registered	Registration Number	Owner of Mark	Reg. Date Exp. Date
CleanEdison	US PTO (Principal Register)	3668981	Virginia College, LLC	8-18-09 8-18-19

### PATENTS AND PATENT APPLICATIONS

None.