

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM366307

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clean Power Finance, Inc.		12/16/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Highbridge Principal Strategies, LLC, as collateral agent		
Street Address:	40 West 57th Street		
Internal Address:	33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3888312	CLEAN POWER FINANCE	
Registration Number:	4589172	CPF	
Registration Number:	4369567	CPF TOOLS	
Serial Number:	85573777	CPF MARKETPLACE	
Registration Number:	4584903	CPF MARKET	
Serial Number:	86781320	SPRUCE FINANCE	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	041598-0036		
NAME OF SUBMITTER:	Scott Kareff (041598-0036)		
SIGNATURE:	/kc for sk/		

CH \$165.00 3888312

DATE SIGNED:	12/17/2015
Total Attachments: 3 source=Trademark Assignment for Security for Clean Power Finance, Inc#page1.tif source=Trademark Assignment for Security for Clean Power Finance, Inc#page2.tif source=Trademark Assignment for Security for Clean Power Finance, Inc#page3.tif	

ASSIGNMENT FOR SECURITY - - TRADEMARKS

WHEREAS, Clean Power Finance, Inc. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated April 7, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Highbridge Principal Strategies, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of December 16, 2015.

CLEAN POWER FINANCE, INC.

By: f 2

Name: Shawn Tabak

Title: Chief Financial Officer

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications owned by Clean Power Finance, Inc.

<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
CLEAN POWER FINANCE	Reg. No. 3,888,312	5/12/2010	12/7/2010
CPF	Reg. No. 4,589,172	3/19/2012	8/19/2014
CPF TOOLS	Reg. No. 4369567	3/19/2012	7/16/2013
CPF MARKETPLACE	App. No. 85/573,777	3/19/2012	n/a
CPF MARKET	Reg. No. 4584903	3/22/2012	8/12/2014
SPRUCE FINANCE	App. No. 86/781,320	10/7/2015	n/a