

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371770

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FirstElement Fuel Inc.		01/28/2016	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Toyota Motor Credit Corporation		
Street Address:	19001 SOUTH WESTERN AVE		
Internal Address:	C/O TOYOTA MOTOR SALES USA		
City:	TORRANCE		
State/Country:	CALIFORNIA		
Postal Code:	90501		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86533703	TRUE ZERO	
Serial Number:	86533693	PURE ZERO	
Serial Number:	86570264	FE FUEL	
Serial Number:	86684300	TRUE ZERO	
CORRESPONDENCE DATA			
Fax Number:	202942599		
<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>			
Email:	christian.cheslak@aporter.com, elisabeth.richards@aporter.com		
Correspondent Name:	Christian Cheslak		
Address Line 1:	399 Park Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	0023442.00051		
NAME OF SUBMITTER:	Christian Cheslak		
SIGNATURE:	/Christian Cheslak/		
DATE SIGNED:	02/02/2016		
Total Attachments: 5			
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CH \$115.00 86533703

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of January 28, 2016, by and between **Toyota Motor Credit Corporation**, a California corporation (“**Grantee**”), and **FirstElement Fuel Inc.**, a California corporation (“**Grantor**”).

RECITALS

A. Grantee has made certain advances of money and extended certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan Agreement, by and between Grantee and Grantor, dated as of February 12, 2014, as amended and restated as of December 11, 2015 (as further amended, modified or supplemented from time to time, the “**Loan Agreement**,” capitalized terms used but not defined herein shall have the meanings ascribed to them in the Loan Agreement).

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral as set forth in that certain Security Agreement, by and between Grantee and Grantor, dated as of February 12, 2014, as amended and restated as of December 11, 2015 (as further amended, modified or supplemented from time to time, the “**Security Agreement**”).

C. Pursuant to Section 4.8 of the Security Agreement, Grantor agreed to take any and all other actions Grantee determines to be necessary or useful for the attachment, perfection and first priority of, and the ability of Grantee to enforce, Grantee’s security interest in any and all of the Collateral, including executing and delivering an intellectual property security agreement and taking all other actions necessary to cause the recording of such security agreement in the records of any governmental authority.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to Grantee under the Loan Agreement, Grantor grants and pledges to Grantee a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Trademarks**”);

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Grantee.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Security Agreement, which are hereby incorporated by reference. The provisions of the Loan Agreement and the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Grantee with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with the Laws of the State of California applicable to contracts made and to be performed within such State and without reference to the choice of law principles of the State of California or any other state.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

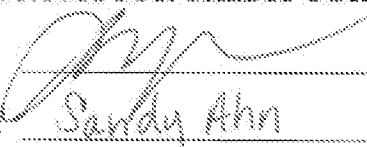
GRANTEE:

TOYOTA MOTOR CREDIT CORPORATION

By: _____

Name: _____

Title: _____



Sandy Ahn

National Dealer Credit Manager

GRANTOR:

FIRSTELEMENT FUEL INC.

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTEE:

TOYOTA MOTOR CREDIT CORPORATION

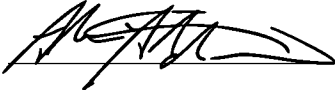
By: _____

Name: _____

Title: _____

GRANTOR:

FIRSTELEMENT FUEL INC.

By:  _____

Name: Shane Stephens

Title: Principal

EXHIBIT A

Trademarks

<u>Description</u>	<u>Serial Number</u>
TRUE ZERO	86533703
Pure Zero	86533693
FE FUEL	86570264
True Zero Design	86684300
[Dispenser View]	[Pending]