

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376176

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Xinergy Corp.		03/09/2016	Corporation: TENNESSEE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Collateral Agent
Street Address:	Rodney Square North, 1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4083629	XINERGY
Registration Number:	4083641	XINERGY

CORRESPONDENCE DATA**Fax Number:**

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.

Email: vmann@paulweiss.com, dewilliams@paulweiss.com**Correspondent Name:** Virginia F. Mann**Address Line 1:** 1285 Avenue of the Americas**Address Line 4:** New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	20750-001
NAME OF SUBMITTER:	Virginia F. Mann
SIGNATURE:	/Virginia F. Mann/
DATE SIGNED:	03/09/2016

Total Attachments: 5

source=Xinergy - Trademark Security Agreement (First Lien) (Final)#page1.tif
source=Xinergy - Trademark Security Agreement (First Lien) (Final)#page2.tif
source=Xinergy - Trademark Security Agreement (First Lien) (Final)#page3.tif
source=Xinergy - Trademark Security Agreement (First Lien) (Final)#page4.tif

CH \$65.00 4083629

Notice of Grant of Security Interest in Trademarks (First Lien)

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN), dated as of March 9, 2016 (this "Agreement"), made by Xinerdy Corp., a Tennessee corporation (the "Grantor"), in favor of Wilmington Trust, National Association, as Collateral Agent (as defined below).

Reference is made to the Pledge and Security Agreement (First Lien), dated as of February 10, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Xinerdy Corp., a Tennessee corporation, each of the subsidiary guarantors party thereto and Wilmington Trust, National Association, as collateral agent for the Secured Parties (as defined therein) (in such capacity as collateral agent, together with its successors and permitted assigns, the "Collateral Agent"). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.2 of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* For the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand 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 (and any successor provision thereof), of such Grantor's Secured Obligations, the Grantor grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing first priority lien on all of the Grantor's right, title and interest in, to and under all such personal property of such Grantor, including, but not limited to the following, in each case whether now owned or existing or hereafter acquired, created or arising, as collateral security (collectively, but excluding any Excluded Assets, the "Trademark Collateral"):

all U.S. registered and applied for Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a "Statement of Use", "Amendment to Allege Use" or similar filing with respect thereto, only to the extent, if any, that, and solely during the period in which, if any, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable law.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral

Agent with respect to the Trademark 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 the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.


SECTION 5. *Governing Law*. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 6. *Termination*. This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Grantor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Grantor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantor as the Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

XINERGY CORP., as Grantor

By: 

Name: *Michael R. Castle*

Title: *CFO*

ACCEPTED AND AGREED AS OF THE
DATE FIRST SET FORTH ABOVE:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent

By: J. Anderson
Name: Jennifer Anderson
Title: Assistant Vice President


Signature Page to Notice of Grant of Security Interest in Trademarks

TRADEMARK
REEL: 005748 FRAME: 0586

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Xinergy Corp.

U.S. Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
XINERGY Xinergy	85335413 01-JUN-2011	4083629 10-JAN-2012
XINERGY 	85335512 01-JUN-2011	4083641 10-JAN-2012

U.S. Trademark Applications

None.