

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM381443

<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>
Lanair Products, LLC		04/19/2016	Limited Liability Company: DELAWARE
Clean Burn, LLC		04/19/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Northcreek Mezzanine Fund II, L.P.		
<b>Street Address:</b>	255 E Fifth St ste 3010		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3542895	CLEAN BURN	
<b>Registration Number:</b>	2715083	CLEAN BURN	
<b>Registration Number:</b>	3539746	CLEAN BURN	
<b>Registration Number:</b>	1253719	LANAIR	
<b>Registration Number:</b>	3925293	LANAIR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5137620086		
<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>	5139773486		
<b>Email:</b>	abrown@katzteller.com		
<b>Correspondent Name:</b>	Amy Brown		
<b>Address Line 1:</b>	255 E Fifth St ste 2400		
<b>Address Line 4:</b>	CINCINNATI, OHIO 45202		
<b>NAME OF SUBMITTER:</b>	Amy Brown		
<b>SIGNATURE:</b>	/Amy Brown/		
<b>DATE SIGNED:</b>	04/21/2016		

OP \$140.00 3542895

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is entered into as of April 19, 2016, by and among LANAIR PRODUCTS, LLC, a Delaware limited liability company ("Lanair"), CLEAN BURN, LLC, a Delaware limited liability company ("Clean Burn") and ROCK ENERGY SYSTEMS, LLC, a Delaware limited liability company ("Rock Energy" and, together with Lanair and Clean Burn, the "Debtors"), in favor of NORTHCREEK MEZZANINE FUND II, L.P., a Delaware limited partnership ("Northcreek"), as collateral agent for the ratable benefit of the Lenders (as defined below) ("Secured Party").

### Background

A. Debtors have entered into that certain Securities Purchase Agreement dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time the "Securities Purchase Agreement") pursuant to which Northcreek and Aldine Capital Fund II, L.P., a Delaware limited partnership ("Aldine"), as lenders ("Lenders"), have agreed, subject to the satisfaction of certain terms and conditions, to extend or to continue to extend financial accommodations to the Borrowers, as provided therein.

B. Pursuant to the Securities Purchase Agreement, Lenders have required that certain of the Debtors guaranty the Obligations (as defined in the Securities Purchase Agreement) and that each of the Debtors grant (or cause to be granted) certain Liens to Northcreek, for the benefit of the Lenders and holders of the Note(s), all to secure the obligations of the Borrowers and/or any Debtor under the Securities Purchase Agreement or any Note Document (including any Guaranty).

### Agreement

SECTION 1. **Defined Term.** Unless otherwise defined herein, terms defined in the Note and used herein have the meaning given to them in the Note. As used herein, the following term shall have the following meaning:

"Trademark" means (a) all United States trademarks now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, or in any similar office or agency of the United States or any State thereof, and all common-law rights related thereto and (b) the right to obtain all renewals thereof.

SECTION 2. **Grant of Security Interest in Trademark Collateral.** The Debtor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby conveys, pledges, hypothecates and grants to the Secured Party, its successors and assigns, a continuing and unconditional first priority security interest upon, in and to all of the Debtor's right, title and interest in, to and under the following Collateral of the Debtor wherever located, and now owned or hereafter acquired (the "Trademark Collateral"):

(a) all of its Trademarks, to which it now or hereafter is a party, including, without limitation, those referred to on Schedule I hereto;

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

(c) any consideration received when all or any part of the Trademark Collateral is sold, transferred, exchanged, leased, collected or otherwise disposed of, or any value received as a consequence of possession thereof, including but not limited to, all products, proceeds (including all "Proceeds" as defined in Ohio Revised Code Section 1309.102, as amended from time to time), cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents, or proceeds of other proceeds, now or hereafter due and/or payable under any Trademark and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, violation or any other impairment thereof.

Upon the request of the Secured Party, at no cost to the Secured Party, the Debtor agrees to execute an amendment to this Trademark Security Agreement or to execute an Amended and Restated Trademark Security Agreement, containing such terms as the Secured Party may reasonably require, in order to perfect such additional Trademarks that subsequent hereto the Debtor may acquire an interest in.

SECTION 3. **Debtor Remains Liable.** It is expressly agreed by the Debtor that, anything herein to the contrary notwithstanding, the Debtor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks, and shall hold the Secured Party harmless from any and all costs, damages, liabilities and expenses that may be incurred in connection with the Secured Party's interest in such Trademarks or any other action or failure to act in connection with this Trademark Security Agreement, except to the extent that the same are caused by the gross negligence or willful misconduct of the Secured Party. The Debtor shall remain liable for any and all claims by any Person that the conduct of the Debtor's business or products or processes of the Debtor infringe any rights of such person.

SECTION 4. **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Note and a Security Agreement dated the date hereof ("Security Agreement") and the Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 5. **Termination of Security Interest in Trademark Collateral.** Upon payment and satisfaction in full of the Obligations and termination of all commitments relating thereto, the Secured Party shall reassign, redeliver and release (or cause to be so reassigned, redelivered and released), without recourse upon or warranty by the Secured Party, and at the sole expense of the Debtor, to the Debtor, against receipt therefor, such of the Trademark Collateral (if any) as shall not have been sold or otherwise applied by the Secured Party pursuant

to the terms of the Note and not theretofore reassigned, redelivered and released to the Debtor, together with appropriate instruments of reassignment and/or release.

SECTION 6. **Counterparts.** This Trademark Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

SECTION 7. **APPLICABLE LAW.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF OHIO, WITHOUT GIVING EFFECT TO OHIO'S CHOICE OF LAW DOCTRINE.

*[Signature page follows.]*

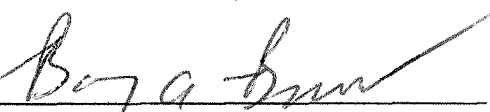
IN WITNESS WHEREOF, the Debtor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Debtors:

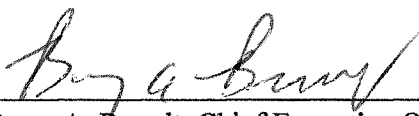
**ROCK ENERGY SYSTEMS, LLC**

By:   
Barry A. Brandt, Chief Executive Officer

**LANAIR PRODUCTS, LLC**

By:   
Barry A. Brandt, Chief Executive Officer

**CLEAN BURN, LLC**

By:   
Barry A. Brandt, Chief Executive Officer

Acknowledged by:

**NORTHCREEK MEZZANINE FUND II, L.P.,**  
a Delaware limited partnership  
As Collateral Agent

By: NMF GP, LLC  
Its General Partner

By: Northcreek Management, Inc.  
Its Manager

By: \_\_\_\_\_  
Barry Peterson, Vice President

[Signature Page – Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005775 FRAME: 0287**

IN WITNESS WHEREOF, the Debtor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Debtors:

**ROCK ENERGY SYSTEMS, LLC**

By: \_\_\_\_\_  
Barry A. Brandt, Chief Executive Officer

**LANAIR PRODUCTS, LLC**

By: \_\_\_\_\_  
Barry A. Brandt, Chief Executive Officer

**CLEAN BURN, LLC**

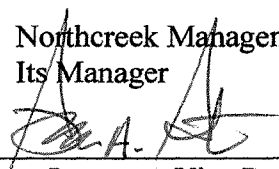
By: \_\_\_\_\_  
Barry A. Brandt, Chief Executive Officer

Acknowledged by:

**NORTHCREEK MEZZANINE FUND II, L.P.,**  
a Delaware limited partnership  
As Collateral Agent

By: NMF GP, LLC  
Its General Partner

By: Northcreek Management, Inc.  
Its Manager

By:  \_\_\_\_\_  
Barry Peterson, Vice President


Acknowledgement of Debtors

STATE OF WISCONSIN)

) ss.

COUNTY OF ROCK)

On this 18th day of April, 2016, before me personally appeared Barry A. Brandt, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **LANAIR PRODUCTS, LLC**, a Delaware limited liability company, who being by me duly sworn did depose, acknowledge and say that he is the duly elected Chief Executive Officer of said company, that the said instrument was signed on behalf of said company as authorized by its Sole Member and that he acknowledged said instrument to be the free act and deed of said company.

  
Notary Public

STATE OF WISCONSIN)

) ss.

COUNTY OF ROCK)

On this 18th day of April, 2016, before me personally appeared Barry A. Brandt, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **CLEAN BURN, LLC**, a Delaware limited liability company, who being by me duly sworn did depose, acknowledge and say that he is the duly elected Chief Executive Officer of said company, that the said instrument was signed on behalf of said company as authorized by its Sole Member and that he acknowledged said instrument to be the free act and deed of said company.

  
Notary Public



STATE OF WISCONSIN)

) ss.

COUNTY OF ROCK)

On this 18th day of April, 2016, before me personally appeared Barry A. Brandt, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **ROCK ENERGY SYSTEMS, LLC**, a Delaware limited liability company, who being by me duly sworn did depose, acknowledge and say that he is the duly elected Chief Executive Officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.



  
\_\_\_\_\_  
Notary Public




[Notary Page – Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005775 FRAME: 0290**

**SCHEDULE 1**

**To**

**Trademark Security Agreement**

Title	Country	Owner	Registration No.	Registration Date
	US	Clean Burn, LLC	3,542,895	December 9, 2008
CLEAN BURN	US	Clean Burn, LLC	2,715,083	May 13, 2003
	US	Clean Burn, LLC	3,539,746	December 2, 2008
	US	Lanair Products, LLC	1,253,719	October 11, 1983
LANAIR	US	Lanair Products, LLC	3,925,293	March 1, 2011

KTBH: 4830-5971-8960, v. 3