

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Accent Energy Group, LLC		02/03/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Agent		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45623		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3671076	ACCENT ENERGY IT'S GOOD ENERGY	
Registration Number:	3806545	MYDYNOWATT	
Registration Number:	3806543	MYACCENT	
Registration Number:	3745540	SAVEORGETPAID	
Registration Number:	3671769	CONSERVEEARN	
Registration Number:	3764006	GOACCENT	
Registration Number:	4029009	ITSMYENERGY BY ACCENT ENERGY	
Registration Number:	3293177		
Registration Number:	3681673	ENERGY PRICE PROTECTOR	
Registration Number:	3690176	ENERGY PRICE PROTECTOR	
Registration Number:	3649505	CLEANCLIMATE	
Registration Number:	2800978	ACCENT ENERGY	
Registration Number:	2800977	ACCENT ENERGY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	michael.barys@thomsonreuters.com		
Correspondent Name:	Gregory T. Pealer, Senior Paralegal		
TRADEMARK			

OP \$340.00 3671076

Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER: Gregory T. Pealer

SIGNATURE: /Michael Barys/

DATE SIGNED: 09/23/2016

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Accent Energy Group, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 3, 2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Fifth Third Bank, as Agent

Street Address: 38 Fountain Square Plaza

City: Cincinnati

State: OH

Country: USA Zip: 45623

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Ohio
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule A

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gregory T. Pealer, Senior Paralegal

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: IL Zip: 60603

Phone Number: 312-845-2955

Docket Number: 1580984

Email Address: _____

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:  for Chapman and Cutler LLP

September 22, 2016

Signature

Date

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK COLLATERAL AGREEMENT

This 3rd day of February, 2016, ACCENT ENERGY GROUP, LLC, a Delaware limited liability company ("*Debtor*"), with its principal place of business and mailing address at 6100 Emerald Parkway, Dublin, Ohio 43016, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Fifth Third Bank, an Ohio banking corporation ("*Fifth Third*"), with its mailing address at 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Fifth Third acting as such administrative agent and any successor(s) or assign(s) to Fifth Third acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations as set out in that certain Amended and Restated Security Agreement dated as of February 3, 2016 among Debtor, Agent and the other debtors party thereto, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*"). All capitalized terms used herein without definition have the meanings given to such terms in the Security Agreement.

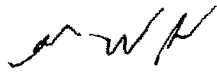
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ACCENT ENERGY GROUP, LLC

By  _____

Name: Scott White

Title: Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Agent

By _____

Name: _____

Title: _____

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT (ACCENT ENERGY GROUP)]


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ACCENT ENERGY GROUP, LLC

By _____
Name: Scott White
Title: Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Agent

By  _____
Name: Gregory D. Andrews
Title: Managing Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

Trademark	Status	Application or Registration Number	Filing or Registration Date
Accent Energy It's Good Energy	Registered	3671076	07/10/2006
MyDynowatt	Registered	3806545	10/28/2009
MyAccent	Registered	3806543	10/28/2009
SaveOrGetPaid	Registered	3745540	08/20/2008
ConserveEarn	Registered	3671769	07/15/2008
GoAccent	Registered	3764006	04/17/2008
ItsMyEnergy by Accent Energy	Registered	4029009	04/22/2008
[design only]	Registered	3293177	12/12/2006
Energy Price Protector	Registered	3681673	07/16/2009
Energy Price Protector	Registered	3690176	04/28/2008
CleanClimate	Registered	3649505	04/17/2008
Accent Energy	Registered	2800978	07/27/2001
Accent Energy	Registered	2800977	07/27/2001