

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM399784

<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>
Intellifuel Systems, Inc.		09/02/2016	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Babson Capital Finance LLC, as Administrative Agent		
<b>Street Address:</b>	30 South Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4228022	BOLSOURCE	
<b>Registration Number:</b>	4524811	INCAB	
<b>Registration Number:</b>	2762592	INTELLIFUEL	
<b>Serial Number:</b>	86857618	INTELLIFUEL SIMPLY A BETTER WAY	
<b>Serial Number:</b>	86857546	SIMPLY A BETTER WAY	
<b>Serial Number:</b>	86857629	INTELLIFUEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125585700		
<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>	(312) 558-6352		
<b>Email:</b>	mfoy@winston.com		
<b>Correspondent Name:</b>	Michelle Foy, Winston & Strawn LLP		
<b>Address Line 1:</b>	35 West Wacker Drive		
<b>Address Line 2:</b>	Suite 4200		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601-9703		
<b>ATTORNEY DOCKET NUMBER:</b>	14044.67		
<b>NAME OF SUBMITTER:</b>	Michelle Foy		
<b>SIGNATURE:</b>	/Michelle Foy/		
<b>DATE SIGNED:</b>	09/26/2016		

CH \$165.00 4228022

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (this "Agreement"), dated as of September 2, 2016, is made by Intellifuel Systems, Inc., a Florida corporation ("Grantor"), in favor of Babson Capital Finance LLC, as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, "Administrative Agent").

Grantor has executed and delivered a Joinder Agreement dated as of September 2, 2016 (the "Joinder to Guaranty and Security Agreement") to that certain Guaranty and Security Agreement, dated as of May 20, 2016, with and in favor of Administrative Agent for the ratable benefit of the Lenders (as supplemented by the Joinder to Guaranty and Security Agreement, and as may otherwise be amended, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"). Grantor has pledged and granted to Administrative Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Joinder to Guaranty and Security Agreement or Guaranty and Security Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Administrative Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademarks Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto but excluding any intent-to-use United States trademark applications or servicemark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office; all renewals and extensions of the foregoing;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Excluded Property. Notwithstanding anything contrary in this Trademark Security Agreement, the Trademarks Collateral shall not include any Excluded Property.

4. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Administrative Agent in connection with the

Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

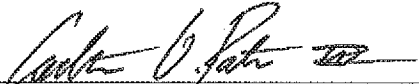
6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

7. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

INTELLIFUEL SYSTEMS, INC., as Grantor

By: 

Name: Carlton (Chip) Pate IV


Title: Treasurer and Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005884 FRAME: 0995**

BABSON CAPITAL FINANCE LLC,  
as Administrative Agent

By: Babson Capital Management, LLC  
Its: Manager

By:   
Name: Mark Hindson  
Title: Managing Director

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Grantor	Country	Trademark	Registration No./Serial No.	Registration Date
Intellifuel Systems, Inc.	USA	BOLSOURCE	4,228,022 85/353,510	10/16/2012
Intellifuel Systems, Inc.	USA	INCAB	4,524,811 86/021,950	05/6/2014
Intellifuel Systems, Inc.	USA	INTELLIFUEL	2,762,592 76/360,523	09/9/2003

2. TRADEMARK APPLICATIONS

Grantor	Country	Trademark	Application No.	Application Date
Intellifuel Systems, Inc.	USA		86/857,618	12/22/2015
Intellifuel Systems, Inc.	USA	SIMPLY A BETTER WAY	86/857,546	12/22/2015
Intellifuel Systems, Inc.	USA		86/857,629	12/22/2015