

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403878

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AM CONSERVATION GROUP, INC.		10/31/2016	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, AS AGENT		
Street Address:	500 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4591668	TOILET TUMMY	
Registration Number:	4591667	SPOILER	
Registration Number:	4623505	AM CONSERVATION GROUP, INC.	
Registration Number:	4647611	LUMACOIL	
Registration Number:	4526584	VARA SPA	
Registration Number:	4518711	TRI-MAX	
Registration Number:	4381046	SIMPLY CONSERVE	
Registration Number:	4529719	FLEX-FLOW	
Registration Number:	4024098	DISH SQUEEGEE	
Registration Number:	3978344	ECO IQ	
Registration Number:	3948481	STOP IN TIME SHOWER TIMER	
Registration Number:	3767788	GREEN HOUSE ECO-KIT	
Registration Number:	3566345	SHOWER COACH	
Registration Number:	3523023	TOILET TANK BANK	
Registration Number:	3523024	TANK BANK	
Registration Number:	3303224	EARTH BRITE	
Registration Number:	2487508	SOAK & SOAP	
Registration Number:	2464214	SOAP & SOAK	
Registration Number:	2067417	ECO-KIT	
TRADEMARK			

CH \$515.00 4591668

Property Type	Number	Word Mark
Serial Number:	86326600	AM CONSERVATION GROUP, INC.

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.

Phone: 312-577-8574

Email: humberto.aquino@kattenlaw.com

Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	387132-281
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	10/31/2016

Total Attachments: 7

source=Trademark Security Agreement (AMCG)#page1.tif

source=Trademark Security Agreement (AMCG)#page2.tif

source=Trademark Security Agreement (AMCG)#page3.tif

source=Trademark Security Agreement (AMCG)#page4.tif

source=Trademark Security Agreement (AMCG)#page5.tif

source=Trademark Security Agreement (AMCG)#page6.tif

source=Trademark Security Agreement (AMCG)#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2016, is made by **AM CONSERVATION GROUP, INC.**, a New Jersey corporation ("Grantor"), in favor of Antares Capital ("Antares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 31, 2016 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time ("Credit Agreement"), by and among AM Conservation Holding Corporation, a Delaware corporation ("AM Holding"), AM Purchaser Corp., a Delaware corporation ("AM Corp."), AM Conservation Group, Inc., a New Jersey corporation ("AMCG"), AM Service Concepts, Inc., a Delaware corporation ("Service Concepts"), Energy Saving Products, Inc, a South Carolina corporation ("Energy Saving"), GoodCents Holdings, Inc., a Delaware corporation ("GoodCents Holding"), EnerTouch, Inc., a Georgia corporation ("Enertouch"), GOODCENTS CONCEPTS, INC., a Georgia corporation ("GoodCents Concepts"), GOODCENTS SERVICES, INC., a Delaware corporation ("GoodCents Services"), GoodCents International, L.L.C., a Georgia limited liability company ("GoodCents International"; GoodCents International, together with AM Holding, AM Corp., AMCG, Service Concepts, Energy Saving, GoodCents Holding, Enertouch, GoodCents Concepts and GoodCents Services, each an "Initial Borrower" and collectively, the "Initial Borrowers"; each Initial Borrower and each other Person who joins in the execution of the Credit Agreement and the other Loan Documents as a "Borrower" (including, without limitation, Franklin Energy Holdings, Inc., a Delaware corporation ("Franklin Holdings"), FES Holdings, LLC, a Delaware limited liability company ("FES"), Franklin Energy Services, LLC, a Delaware limited liability company ("Franklin Energy"), Resource Action Programs, LLC, a Delaware limited liability company ("Resource Action"), Conservation Supply, LLC, a Delaware limited liability company ("Conservation Supply") and Franklin Energy of Michigan, LLC, a Michigan limited liability company ("Franklin Michigan", in each case upon the consummation of the Closing Date Acquisition), together with the Initial Borrowers, the "Borrowers" and each individually a "Borrower"), AMCG as the Borrower Representative, KAMC Intermediate Holdings, Inc., a Delaware corporation ("Holdings"), the other Credit Parties party thereto, the Lenders party thereto, the L/C Issuer from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of October 31, 2016 in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with Agent for the benefit of the Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, that no Lien and security interest is granted on any "intent to use" Trademark applications for which a "statement of use" or "amendment to allege use" has not been filed (but only until such statement or amendment is filed);

(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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

AM CONSERVATION GROUP, INC.

as Grantor

By: 

Name: Benjamin Mao

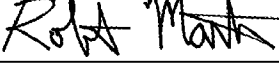
Title: Vice President

Trademark Security Agreement (AMCG)

TRADEMARK
REEL: 005911 FRAME: 0081

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By: 

Name: Robert Martin

Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Jurisdiction	Appln. #	Appln. Date	Reg. #	Reg. Date
TOILET TUMMY	US Federal	86060927	10-SEP-2013	4591668	26-AUG-2014
SPOILER	US Federal	86060902	10-SEP-2013	4591667	26-AUG-2014
AM CONSERVATION GROUP, INC.	US Federal	86060940	10-SEP-2013	4623505	21-OCT-2014
LUMACOIL	US Federal	86060918	10-SEP-2013	4647611	02-DEC-2014
VARA SPA	US Federal	85796301	06-DEC-2012	4526584	06-MAY-2014
TRI-MAX	US Federal	85791724	30-NOV-2012	4518711	22-APR-2014
SIMPLY CONSERVE	US Federal	85634449	24-MAY-2012	4381046	06-AUG-2013
FLEX-FLOW	US Federal	76709779	18-NOV-2011	4529719	13-MAY-2014
DISH SQUEEGEE	US Federal	77947995	03-MAR-2010	4024098	06-SEP-2011
ECO IQ	US Federal	76700721	07-DEC-2009	3978344	14-JUN-2011
STOP IN TIME SHOWER TIMER	US Federal	77775363	07-JUL-2009	3948481	19-APR-2011
GREEN HOUSE ECO-KIT	US Federal	76693448	09-OCT-2008	3767788	30-MAR-2010
SHOWER COACH	US Federal	76690354	06-JUN-2008	3566345	27-JAN-2009

Trademark	Jurisdiction	Appln. #	Appln. Date	Reg. #	Reg. Date
TOILET TANK BANK	US Federal	76688105	27-MAR-2008	3523023	28-OCT-2008
TANK BANK	US Federal	76688106	27-MAR-2008	3523024	28-OCT-2008
EARTH BRITE	US Federal	76653161	09-JAN-2006	3303224	02-OCT-2007
SOAK & SOAP	US Federal	76141576	05-OCT-2000	2487508	11-SEP-2001
SOAP & SOAK	US Federal	75532463	06-AUG-1998	2464214	26-JUN-2001
ECO-KIT	US Federal	74419738	02-AUG-1993	2067417	03-JUN-1997

2. TRADEMARK APPLICATIONS

Trademark	Jurisdiction	Appln. #	Appln. Date
AM CONSERVATION GROUP, INC.	US Federal	86326600	02-JUL-2014