

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM403874

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOODCENTS CONCEPTS, INC.		10/31/2016	Corporation: GEORGIA
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: 22			
Property Type	Number	Word Mark	
Registration Number:	4286308	ENERGIZING INDIANA TOGETHER WE'LL DO POW	
Registration Number:	4286309	TOGETHER WE'LL DO POWERFUL THINGS!	
Registration Number:	4286310	ENERGIZING INDIANA TOGETHER WE'LL DO POW	
Registration Number:	4286307	ENERGIZING INDIANA	
Registration Number:	4339915	GOODCENTS CONNECT	
Registration Number:	4144018	GOODCENTS THE POWER TO PERFORM	
Registration Number:	4144019	GOODCENTS THE POWER TO PERFORM.	
Registration Number:	4246585	GOODCENTS CONNECT	
Registration Number:	3682578	GOODCENTS	
Registration Number:	3668632	GOOD¢CENTS	
Registration Number:	2748183	GOODCENTS SOLUTIONS	
Registration Number:	2592144	GOOD CENTS HOME	
Registration Number:	2267718	GOOD CENTS	
Registration Number:	2250519	GOOD CENTS	
Registration Number:	2347535	GOOD CENTS	
Registration Number:	2234569	GOOD CENTS ENVIRONMENTAL HOME	
Registration Number:	2198786	GOOD CENTS ENVIRONMENTAL HOME	
Registration Number:	1787257	GOOD CENTS	
Registration Number:	1726583	SUPER GOOD CENTS	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	1726584	SUPER GOOD CENTS
Registration Number:	1278459	GOOD ¢ENTS
Registration Number:	1111117	GOOD CENTS HOME

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: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2016, is made by **GOODCENTS CONCEPTS, INC.**, a Georgia 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,

GOODCENTS CONCEPTS, INC.

as Grantor

By: 

Name: Benjamin Mao


Title: Vice President

Trademark Security Agreement (GoodCents Concepts)

TRADEMARK
REEL: 005911 FRAME: 0265

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By: 

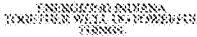

Name: Robert Martin




Title: Duly Authorized Signatory


SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Jurisdiction	Application #	Application Date	Registration #	Registration Date
ENERGIZING INDIANA TOGETHER WE'LL DO POWERFUL THINGS 	US FEDERAL	85698322	08-AUG-2012	4286308	05-FEB-2013
TOGETHER WE'LL DO POWERFUL THINGS! 	US FEDERAL	85698350	08-AUG-2012	4286309	05-FEB-2013
ENERGIZING INDIANA TOGETHER WE'LL DO POWERFUL THINGS. 	US FEDERAL	85698382	08-AUG-2012	4286310	05-FEB-2013
ENERGIZING INDIANA ENERGIZING INDIANA	US FEDERAL	85698159	08-AUG-2012	4286307	05-FEB-2013
GOODCENTS CONNECT 	US FEDERAL	85620410	09-MAY-2012	4339915	21-MAY-2013

Trademark	Jurisdiction	Application #	Application Date	Registration #	Registration Date
GOODCENTS THE POWER TO PERFORM <small>GOODCENTS THE POWER TO PERFORM</small>	US FEDERAL	85271966	21-MAR- 2011	4144018	15-MAY- 2012
GOODCENTS THE POWER TO PERFORM. 	US FEDERAL	85272068	21-MAR- 2011	4144019	15-MAY- 2012
GOODCENTS CONNECT <small>GOODCENTS CONNECT</small>	US FEDERAL	85233311	03-FEB-2011	4246585	20-NOV-2012
GOODCENTS GOODCENTS	US FEDERAL	77664107	05-FEB-2009	3682578	15-SEP-2009
GOOD&CENTS 	US FEDERAL	77570115	15-SEP-2008	3668632	18-AUG-2009
GOODCENTS SOLUTIONS	US FEDERAL	76280677	05-JUL-2001	2748183	05-AUG-2003
GOOD CENTS HOME	US FEDERAL	75751368	29-JUN-1999	2592144	09-JUL-2002
GOOD CENTS	US FEDERAL	75381387	29-OCT- 1997	2267718	03-AUG-1999
GOOD CENTS	US FEDERAL	75381586	29-OCT- 1997	2250519	01-JUN-1999
GOOD CENTS	US FEDERAL	75381587	29-OCT- 1997	2347535	02-MAY- 2000
GOOD CENTS ENVIRONMEN TAL HOME	US FEDERAL	75038606	29-DEC- 1995	2234569	23-MAR-1999
GOOD CENTS ENVIRONMEN TAL HOME 	US FEDERAL	75047701	28-DEC- 1995	2198786	20-OCT-1998

Trademark	Jurisdiction	Application #	Application Date	Registration #	Registration Date
GOOD CENTS	US FEDERAL	74274047	11-MAY-1992	1787257*	10-AUG-1993
SUPER GOOD CENTS 	US FEDERAL	74185243	15-JUL-1991	1726583*	20-OCT-1992
SUPER GOOD CENTS	US FEDERAL	74185244	15-JUL-1991	1726584*	20-OCT-1992
GOOD CENTS 	US FEDERAL	73417871	18-MAR-1983	1278459*	15-MAY-1984
GOOD CENTS HOME 	US FEDERAL	73125972	09-MAY-1977	1111117	09-JAN-1979
GOODCENTS CONNECT	CANADA	1601269	06-NOV-2012	TMA874237	26-MAR-2014
GOODCENTS CONNECT & Design 	CANADA	1601272	06-NOV-2012	TMA884388	20-AUG-2014
GOODCENTS THE POWER TO PERFORM	CANADA	1540772	23-AUG-2011	TMA838500	17-DEC-2012
GOODCENTS THE POWER TO PERFORM & Design 	CANADA	1540825	23-AUG-2011	TMA838497	17-DEC-2012
GOODCENTS	CANADA	1446995	04-AUG-2009	TMA775579	25-AUG-2010
GOODCENTS & Design 	CANADA	1430270	09-MAR-2009	TMA775580	25-AUG-2010

2. TRADEMARK APPLICATIONS

None.