

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM403875

<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>
RESOURCE ACTION PROGRAMS, LLC		10/31/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANTARES CAPITAL LP, AS AGENT		
<b>Street Address:</b>	500 WEST MONROE STREET		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3610769	EASY SAVINGS	
<b>Registration Number:</b>	3545699	INTELLISHOWER	
<b>Registration Number:</b>	3350715	ENERGY WISE	
<b>Registration Number:</b>	4148147	HOMEWISE	
<b>Registration Number:</b>	4797690	MEASURE-BASED EDUCATION	
<b>Registration Number:</b>	2274506	RESOURCE ACTION PROGRAMS	
<b>Registration Number:</b>	2323241	LEARNING TO BE WATERWISE	
<b>Registration Number:</b>	2183847	LIVINGWISE	
<b>Registration Number:</b>	2071488	EARTH WISE	
<b>Registration Number:</b>	2021884	LEARNING TO BE WATER WISE AND ENERGY EFF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	312-577-8574		
<b>Email:</b>	humberto.aquino@kattenlaw.com		
<b>Correspondent Name:</b>	HUMBERTO AQUINO C/O KATTEN MUCHIN		
<b>Address Line 1:</b>	525 WEST MONROE STREET		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661		

CH \$265.00 3610769

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

**Total Attachments: 6**

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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2016, is made by **RESOURCE ACTION PROGRAMS, LLC**, a Delaware limited liability company ("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,

**RESOURCE ACTION PROGRAMS, LLC**  
as Grantor

By: 

Name: Benjamin Mao

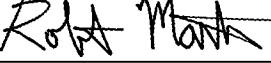
Title: Vice President

Trademark Security Agreement (Resource Action)

**TRADEMARK**  
**REEL: 005911 FRAME: 0286**

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
EASY SAVINGS	US FEDERAL	76690542	13-JUN-2008	3610769	28-APR-2009
INTELLISHOWER	US FEDERAL	76689090	28-APR-2008	3545699	16-DEC-2008
ENERGY WISE	US FEDERAL	76672973	21-FEB-2007	3350715	11-DEC-2007
HOMEWISE	US FEDERAL	76706776	14-MAR-2011	4148147	29-MAY-2012
MEASURE BASED EDUCATION	US FEDERAL	86138463	09-DEC-2013	4797690	25-AUG-2015
Resource Action Programs	US FEDERAL	75554540	17-SEP-1998	2274506	31-AUG-1999
Learning to be Waterwise	US FEDERAL	75512437	02-JUL-1998	2323241	29-FEB-2000
Livingwise	US FEDERAL	75313209	23-JUN-1997	2183847	25-AUG-1998
Earth Wise	US FEDERAL	75087801	15-APR-1996	2071488	17-JUN-1997
Learning to be Water Wise and Energy Efficient	US FEDERAL	74728031	12-SEP-1995	2021884	10-DEC-1996

2. TRADEMARK APPLICATIONS

None.