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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM418639

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MAXGEN ENERGY SERVICES HOLDING CORPORATION		02/27/2017	Corporation: DELAWARE
MAXGEN ENERGY SERVICES CORPORATION		02/27/2017	Corporation: DELAWARE
POWER FACTORS HOLDINGS, LLC		02/27/2017	Limited Liability Company: DELAWARE
POWER FACTORS, LLC		02/27/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	8850 Boedeker, 4th Floor, MC 6595
City:	Dallas
State/Country:	TEXAS
Postal Code:	75225
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4537408	MAXGEN
Serial Number:	86340611	SOLARRUS
Serial Number:	86340648	TRUE SOUTH RENEWABLES

CORRESPONDENCE DATA

Fax Number: 2147455390

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: 214.745.5370

Email: jmuennink@winstead.com **Correspondent Name:** Jan Muennink c/o Winstead PC

Address Line 1: P.O. Box 131851
Address Line 4: Dallas, TEXAS 75313

ATTORNEY DOCKET NUMBER: 3134.1855

TRADEMARK
REEL: 006002 FRAME: 0654

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NAME OF SUBMITTER:	Jan Muennink	
SIGNATURE:	/jan muennink/	
DATE SIGNED:	03/07/2017	
Total Attachments: 7		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "<u>Agreement</u>") is entered into as of February 27, 2017 by and among COMERICA BANK ("<u>Bank</u>") and MAXGEN ENERGY SERVICES HOLDINGS CORPORATION, a Delaware corporation, MAXGEN ENERGY SERVICES CORPORATION, a Delaware corporation, POWER FACTORS HOLDINGS, LLC, a Delaware limited liability company (collectively, the "<u>Grantor</u>").

RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to the Borrower defined below (the "Loans") in the amounts and manner set forth in that certain Letter Agreement by and among Inexcon Technologies Inc. and Bank dated as of the date hereof (as the same has been or may be amended, modified or supplemented from time to time, the "Letter Agreement"; capitalized terms used herein are used as defined in the Letter Agreement).
- B. Bank is willing to make the Loans to the Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrower under the Letter Agreement.
- D. Pursuant to the terms of that certain Security Agreement dated as of the date hereof executed by Grantor in favor of Bank (the "Security Agreement"), Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. As used in this Agreement, capitalized terms not otherwise defined herein have the meanings provided for such terms in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Letter Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Letter Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

 $\begin{tabular}{l} \textbf{INTELLECTUAL PROPERTY SECURITY AGREEMENT (INEXCON)} - \textbf{PAGE 1} \\ 4836-1855-8787v.4\ 3134-1855 \end{tabular}$

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Letter Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Letter Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Letter Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that <u>Exhibits A</u>, <u>B</u>, and <u>C</u> attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, except for those abandoned in the ordinary course of business.

[Remainder of Page Intentionally Left Blank]

INTELLECTUAL PROPERTY SECURITY AGREEMENT (INEXCON) – PAGE 2 4836-1855-8787v.4 3134-1855

	MAXGEN ENERGY SERVICES HOLDINGS
***************************************	CORPORATION.
	MAXGEN ENERGY SERVICES,
	CORPORATION,
Facsimile No.:	POWER FACTORS HOLDINGS, LLC, and
Attention:	POWER FACTORS LLC
	By: / The /
	Name: Refet January
	Title: Authorized Connection

Address of Bank:

Comerica Bank 8850 Boedeker, 4th Floor MC 6595

Dallas, Texas 75225

Facsimile No.: (214) 890-5186 Attention: Austin Whisenhunt **BANK:**

COMERICA BANK

By:

David W. Whiting

Senior Vice President

IP SCHEDULE

EXHIBIT A

Copyrights

None.

IP SCHEDULE

EXHIBIT B

Patents

None.

IP SCHEDULE

EXHIBIT C

Trademarks

Registered Trademarks:

Mark	Owner	Country	Registration No.	Registration Date
MAXGEN	Maxgen Energy Services, LLC	U.S.	4537408	05/27/2014
SOLARRUS	Solarrus Corporation	U.S.	86/340611	Pending; Filed 07/17/2014
TRUE SOUTH RENEWABLES	True South Renewables, Inc.	U.S.	86/340648	Pending; Filed 07/17/2014

Intellectual Property Security Agreement (INEXCON) – Exhibit C 4836-1855-8787v.4 3134-1855

RECORDED: 03/07/2017

TRADEMARK REEL: 006002 FRAME: 0662