

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM420887

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JOULE UNLIMITED TECHNOLOGIES, INC.		03/23/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87154349	VIO	
Serial Number:	87154376	MODO	
Serial Number:	87154421	VIO FUELS	
Serial Number:	87154434	MODO FUELS	
Serial Number:	87189502	SMARTER FUELS FOR A CHANGING WORLD	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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>			
Phone:	212-506-5150		
Email:	achen@orrick.com		
Correspondent Name:	ORRICK, HERRINGTON & SUTCLIFFE LLP		
Address Line 1:	2050 MAIN STREET, SUITE 1100		
Address Line 2:	IP PROSECUTION DEPARTMENT		
Address Line 4:	IRVINE, CALIFORNIA 92614-8255		
ATTORNEY DOCKET NUMBER:	28633.26		
NAME OF SUBMITTER:	Bradford S. Breen		
SIGNATURE:	/Bradford Breen/		
DATE SIGNED:	03/23/2017		

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Total Attachments: 3

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FIRST SUPPLEMENTAL GRANT OF TRADEMARK SECURITY INTEREST

This FIRST SUPPLEMENTAL GRANT OF TRADEMARK SECURITY INTEREST, dated as of March 23, 2017, is executed by Joule Unlimited Technologies, Inc., a Delaware corporation ("Grantor"), in favor of Ares Capital Corporation ("Lender").

A. Pursuant to that certain Amended and Restated Loan and Security Agreement, No. V13107 dated as of March 31, 2015 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), between Grantor and Lender, Lender agreed to extend loans and other financial accommodations to Grantor upon the terms and subject to the conditions set forth therein.

B. Grantor has adopted, used and is using the trademarks, more particularly described on Schedule 1 annexed hereto and made a part hereof, which trademarks are registered or are the subject of applications for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. Grantor and other entities party thereto from time to time have entered into a Security Agreement (Intellectual Property) dated as of May 12, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of Lender.

D. Pursuant to the Security Agreement, Grantor has granted to Lender a security interest in all right, title and interest of Grantor in and to the Trademarks and all foreign applications thereof, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.


Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is:
Ares Capital Corporation
245 Park Avenue, 44th Floor
New York, NY 10167

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

GRANTOR

Joule Unlimited Technologies, Inc.
a Delaware corporation

By: _____

Name: Brian M. Baynes

Title: Director

SCHEDULE 1 TO FIRST SUPPLEMENTAL GRANT OF TRADEMARK SECURITY
INTEREST

U.S. TRADEMARK APPLICATIONS

Trademark:	Filing Date:	Serial / Registration Number:	Status:
VIO	August 29, 2016	87/154,349	Published
MODO	August 29, 2016	87/154,376	Allowed
VIO FUELS	August 29, 2016	87/154,421	Pending
MODO FUELS	August 29, 2016	87/154,434	Pending
SMARTER FUELS FOR A CHANGING WORLD	September 30, 2016	87/189,502	Pending