

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423024

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900400956		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intellifuel Systems, Inc.		03/30/2017	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Barings Finance LLC (formerly known as Babson Capital Finance LLC), as Administrative Agent		
Street Address:	30 South Wacker Drive		
Internal Address:	Suite 3920		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4228022	BOLSOURCE	
Registration Number:	4524811	INCAB	
Registration Number:	2762592	INTELLIFUEL	
Registration Number:	5131537	INTELLIFUEL SIMPLY A BETTER WAY	
Registration Number:	5131536	SIMPLY A BETTER WAY	
Registration Number:	5131538	INTELLIFUEL	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<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:	(312) 558-6352		
Email:	mfoy@winston.com		
Correspondent Name:	Michelle Foy, Winston & Strawn LLP		
Address Line 1:	35 West Wacker Drive		
Address Line 2:	Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601-9703		
ATTORNEY DOCKET NUMBER:	14044.67		

NAME OF SUBMITTER:	Michelle Foy
SIGNATURE:	/Michelle Foy/
DATE SIGNED:	04/07/2017
Total Attachments: 5 source=Intellifuel A&R Trademark Security Agreement#page1.tif source=Intellifuel A&R Trademark Security Agreement#page2.tif source=Intellifuel A&R Trademark Security Agreement#page3.tif source=Intellifuel A&R Trademark Security Agreement#page4.tif source=Intellifuel A&R Trademark Security Agreement#page5.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (this "Agreement"), dated as of March 30, 2017, is made by Intellifuel Systems, Inc., a Florida corporation ("Grantor"), in favor of Barings Finance LLC (formerly known as Babson Capital Finance LLC), as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, "Administrative Agent").

WHEREAS, Grantor has previously entered into that certain Trademark Security Agreement dated as of September 2, 2016 (the "Original Trademark Security Agreement") with the Administrative Agent, for the benefit of the Lenders (as defined therein) which was recorded on September 26, 2016 at Reel 5884, Frame 0991;

WHEREAS, Grantor has executed and delivered an Amended and Restated Guaranty and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") with the Administrative Agent, for the benefit of the Lenders (as defined therein) pursuant to which Grantor has pledged and granted to Administrative Agent a continuing security interest in substantially all Intellectual Property including the Trademarks Collateral (as defined below); and

WHEREAS, Grantor and Administrative have agreed to amend and restate the Original Trademark Security Agreement on the terms and conditions specified herein.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Security Agreement or the Credit Agreement referred to therein.

2. Grant of Security Interest. 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 such Grantor, hereby pledges and grants to Administrative Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademarks Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto but excluding any intent-to-use United States trademark applications or servicemark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office; all renewals and extensions of the foregoing;

(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.

3. Excluded Property. Notwithstanding anything contrary in this Agreement, the Trademarks Collateral shall not include any Excluded Property.

4. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Administrative Agent in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.


7. Effect of Restatement. On the date hereof, the Original Trademark Security Agreement shall be amended, restated and superseded in its entirety by this Agreement.

8. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.

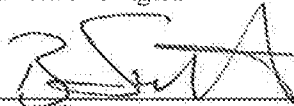
[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

INTELLIFUEL SYSTEMS, INC., as Grantor

By: 
Name: Jimmy Francis
Title: President

BARINGS FINANCE LLC,
as Administrative Agent

By: 
Name: Brady Sutton
Title: Managing Director

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Grantor	Country	Trademark	Registration No.	Registration Date
Intellifuel Systems, Inc.	USA	BOLSOURCE	4228022	10/16/2012
Intellifuel Systems, Inc.	USA	INCAB	4524811	05/6/2014
Intellifuel Systems, Inc.	USA	INTELLIFUEL	2762592	09/9/2003
Intellifuel Systems, Inc.	USA		5131537	1/31/2017
Intellifuel Systems, Inc.	USA	SIMPLY A BETTER WAY	5131536	1/31/2017
Intellifuel Systems, Inc.	USA		5131538	1/31/2017