

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM426056

|   |                                       |                       |                       |
|---|---------------------------------------|-----------------------|-----------------------|
| <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>    |
| Sunnova Energy Corporation  |                                       | 04/24/2017            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |                                       |                       |                       |
| <b>Name:</b>  | Wilmington Trust                      |                       |                       |
| <b>Street Address:</b>  | 15950 North Dallas Parkway, Suite 550 |                       |                       |
| <b>City:</b>  | Dallas                                |                       |                       |
| <b>State/Country:</b>   | TEXAS                                 |                       |                       |
| <b>Postal Code:</b>   | 75248                                 |                       |                       |
| <b>Entity Type:</b>   | National Association: UNITED STATES   |                       |                       |
| <b>PROPERTY NUMBERS Total: 4</b>  |                                       |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                         | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 4876891                               | SUNLAYAR              |                       |
| <b>Registration Number:</b>   | 4709151                               | SUNLAYAR              |                       |
| <b>Registration Number:</b>   | 5038778                               | SUNNOVA               |                       |
| <b>Registration Number:</b>   | 5038779                               | SUNNOVA               |                       |
| <b>CORRESPONDENCE DATA</b>  |                                       |                       |                       |
| <b>Fax Number:</b>  | 2124466460                            |                       |                       |
| <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>   | 2124464800                            |                       |                       |
| <b>Email:</b>   | hayley.smith@kirkland.com             |                       |                       |
| <b>Correspondent Name:</b>  | KIRKLAND & ELLIS LLP                  |                       |                       |
| <b>Address Line 1:</b>  | ATTN: HAYLEY SMITH                    |                       |                       |
| <b>Address Line 2:</b>  | 601 LEXINGTON AVENUE                  |                       |                       |
| <b>Address Line 4:</b>  | NEW YORK, NEW YORK 10022              |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Hayley Smith                          |                       |                       |
| <b>SIGNATURE:</b>   | //Hayley Smith//                      |                       |                       |
| <b>DATE SIGNED:</b>   | 05/03/2017                            |                       |                       |
| <b>Total Attachments: 7</b>   |                                       |                       |                       |
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 24<sup>th</sup> day of April, 2017 by and between Sunnova Energy Corporation ("Grantor") and Wilmington Trust, National Association, as collateral trustee (in such capacity, together with its successors and assigns, the "Collateral Trustee") for the Secured Parties (as defined in the Collateral Trust Agreement referred to below).

WITNESSETH:

WHEREAS, the Grantor has agreed to execute and deliver this Agreement in connection with (x) that certain Indenture, dated as of the date hereof, among Grantor, the Collateral Trustee and Wilmington Trust, National Association, as Trustee (in such capacity, together with its successors and assigns, the "Trustee") (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture") and (y) that certain Collateral Trust Agreement, dated as of the date hereof, among the Issuer, the Collateral Trustee and the Trustee (as defined in the Collateral Trust Agreement) from time to time party thereto (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Trust Agreement"), which agreement provides, in part, that the Collateral Trustee shall hold the Trademark Collateral (as defined below) under and subject to the terms and conditions set forth in the Collateral Trust Agreement for the benefit of the Secured Parties;

WHEREAS, Grantor has duly authorized and on the date hereof issued certain 12.00% Senior Secured Notes Due 2018 (the "Initial Notes") in an aggregate principal amount of \$80,000,000 and may from time to time thereafter issue PIK Notes and Additional Notes (as each such term defined in the Indenture and, together with the Initial Notes, the "Notes");

WHEREAS, in order to secure the obligations under the Indenture and any other Note Documents, Grantor has agreed, among other things, to grant liens on and security interests in the Trademark Collateral (as defined below) to the Collateral Trustee, for the benefit of the Secured Parties and, in furtherance of the foregoing, has agreed to execute and deliver this Agreement to Collateral Trustee; and

WHEREAS, on or after the date hereof certain Secured Parties may extend loans or other financing to the Issuer pursuant to certain Note Documents as in effect from time to time.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Indenture as in effect on the date hereof, the Security Agreement (as defined below) or in the Collateral Trust Agreement, as applicable. The rules of construction specified in Section 1.2 of the Collateral Trust Agreement also apply to this Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby unconditionally grants, assigns, and pledges to the Collateral Trustee, on behalf of and for the ratable benefit of the Secured Parties, to secure the Obligations (as defined in the Collateral Trust Agreement), a continuing security interest (referred to in this Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, logos, designs, slogans, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all applications filed in the United States in connection therewith, in the United States Patent and Trademark Office or otherwise, and all renewals thereof, including those listed on Schedule I (the “Trademarks”);

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each license of Trademarks; and

(c) all income, products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, dilution, or other violation of any Trademark or any Trademarks exclusively licensed under any license, including any right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any license of Trademarks.

Notwithstanding anything herein to the contrary, in no event will the Trademark Collateral include and the Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Collateral or any “intent to use” applications.

3. SECURITY FOR OBLIGATIONS. This Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to the Secured Parties whether or not they are unenforceable or not allowable due to the existence of an Insolvency or Liquidation Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Collateral Trustee, on behalf of and for the ratable benefit of the Secured Parties, pursuant to that certain Security Agreement, dated as of the date hereof, by and between the Grantor and the Collateral Trustee (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”). Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee and the Secured Parties with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. No failure of either party to modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Trustee's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COLLATERAL TRUSTEE.

(a) The Collateral Trustee hereunder shall at all times be the same Person that is the "Collateral Trustee" under the Collateral Trust Agreement. Notice of resignation by the "Collateral Trustee" pursuant to the Collateral Trust Agreement shall also constitute notice of resignation as the Collateral Trustee under this Agreement. Upon the acceptance of any appointment as the "Collateral Trustee" under the Collateral Trust Agreement by a successor "Collateral Trustee," that successor "Collateral Trustee" shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Trustee pursuant hereto.

(b) The Collateral Trustee will not have any fiduciary duties nor will it have responsibilities or obligations other than those expressly assumed by it in this Agreement and the other Note Documents. The Collateral Trustee will not be required to take any action that is contrary to applicable law or any provision of this Agreement or the other Note Documents. No implied duties (including fiduciary duties) or obligations shall be read into this Agreement or any other Note Document against the Collateral Trustee. To the extent that, at law or in equity and notwithstanding the other provisions of this Agreement, the Collateral Trustee has duties and liabilities relating thereto to any Person, the Collateral Trustee shall not be liable for the actions of the Collateral Trustee taken in good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of the Collateral Trustee otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of the Collateral Trustee. In acting hereunder, the Collateral Trustee shall be entitled to the benefits granted to it under the Collateral Trust Agreement and the Indenture.

7. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when the Collateral Trustee has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement.

8. CHOICE OF LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. THIS AGREEMENT AND THE OTHER NOTE DOCUMENTS, UNLESS OTHERWISE SPECIFIED, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES. THE PROVISIONS OF THE COLLATERAL TRUST AGREEMENT UNDER THE HEADINGS "CONSENT TO JURISDICTION" AND "WAIVER OF JURY TRIAL" ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH

**INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE COLLATERAL TRUST AGREEMENT.**

9. ENTIRE AGREEMENT. THIS AGREEMENT, THE COLLATERAL TRUST AGREEMENT AND THE OTHER NOTE DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES HERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES HERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES HERETO.

10. Termination and Release. This Agreement shall continue in effect until the payment in full in cash of all other obligations outstanding under and in respect of the Note Documents (as such term is defined in the Indenture) that are due and payable or otherwise accrued and owing at or prior to the time such principal and interest are paid (other than indemnification and other contingent obligations not yet due or for which no claim or demand for payment has been made), and this Agreement and all security interests granted hereby shall terminate automatically on such date. If any of the Collateral shall be sold, transferred or otherwise disposed of by Grantor in a transaction permitted pursuant to the terms of the Indenture and the Note Documents, then the security interests granted hereby shall also automatically terminate and be released at the time of such transaction on such Collateral being sold, transferred or disposed of pursuant to such transaction. In connection with any termination or release pursuant to this Section, the Collateral Trustee shall execute and deliver to Grantor, at Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the Collateral Trustee pursuant to this Section shall be without recourse to or warranty by the Collateral Trustee.

(Signature pages follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**SUNNOVA ENERGY CORPORATION**

By: 

Name: Jordan Kozar

Title: Chief Financial Officer

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION,**  
as the Collateral Trustee

By:   
Name: Shawn P. Goffinet  
Title: Assistant Vice President



**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

| <b>Trademark</b> | <b>Jurisdiction</b> | <b>Status</b> | <b>App./Reg. No.</b> | <b>Owner</b>               |
|------------------|---------------------|---------------|----------------------|----------------------------|
| SUNLAYAR         | U.S. Federal        | REGISTERED    | 4876891              | SUNNOVA ENERGY CORPORATION |
| SUNLAYAR         | U.S. Federal        | REGISTERED    | 4709151              | SUNNOVA ENERGY CORPORATION |
| SUNNOVA & Design | U.S. Federal        | REGISTERED    | 5038778              | SUNNOVA ENERGY CORPORATION |
| SUNNOVA          | U.S. Federal        | REGISTERED    | 5038779              | SUNNOVA ENERGY CORPORATION |