

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428472

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spark Energy, LLC		05/19/2017	Limited Liability Company: TEXAS
Perigee Energy, LLC		05/19/2017	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Cooperatieve Rabobank U.A., New York Branch		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Dutch Banking Services Company: NETHERLANDS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3952606	SPARK ENERGY	
Registration Number:	3952605	EMPOWER WHAT MATTERS	
Registration Number:	3907816	SPARK ENERGY	
Registration Number:	4105494		
Registration Number:	4399154	PERIGEE ENERGY BRING SAVINGS HOME	
Registration Number:	4399153	PERIGEE ENERGY	
CORRESPONDENCE DATA			
Fax Number:	2125086101		
<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:	(713) 221-3306		
Email:	docketing@bracewell.com		
Correspondent Name:	Constance Gall Rhebergen		
Address Line 1:	P.O. Box 61389		
Address Line 4:	Houston, TEXAS 77208		
NAME OF SUBMITTER:	Lindsey E. Yasso		
SIGNATURE:	/Lindsey E. Yasso/		

OP \$165.00 3952606

DATE SIGNED:	05/22/2017
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated May 19, 2017, is made by SPARK ENERGY, LLC, a Texas limited liability company, and PERIGEE ENERGY, LLC, a Texas limited liability company, each located at 12140 Wickchester Lane, Suite 100, Houston, TX 77079 (collectively, the "Grantors" and each individually, a "Grantor"), in favor of COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH, located at 245 Park Avenue, New York, NY 10167, as administrative agent for the Secured Parties (in such capacity, together with any successors and permitted assigns, "Agent"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Security Agreement (as hereinafter defined).

WHEREAS, each Grantor is the applicant or registrant for the trademarks listed on the annexed Schedule 1 hereto, which trademarks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Grantor has entered into that certain Security Agreement dated as of May 19, 2017 among the grantors signatory thereto and Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, to secure the prompt and complete payment, performance and observance of all of the Obligations, each Grantor has granted, assigned, conveyed, mortgaged, pledged, hypothecated and transferred to Agent for the ratable benefit of the Secured Parties, a Lien upon all of its right, title and interest in, to and under the Trademarks and all other trademarks, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (the "Collateral");

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Security Agreement, as collateral security for the prompt and complete payment, performance and observance of all of the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent for the ratable benefit of the Secured Parties, a Lien upon the Collateral.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. In the event any of the provisions of this Agreement conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND THIS AGREEMENT, AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK, OTHER THAN THOSE CONFLICT OF LAW PROVISIONS THAT WOULD DEFER TO THE SUBSTANTIVE LAWS OF ANOTHER JURISDICTION. THIS GOVERNING LAW

ELECTION HAS BEEN MADE BY THE PARTIES IN RELIANCE (AT LEAST IN PART) ON SECTION 5-1401 OF THE GENERAL OBLIGATION LAW OF THE STATE OF NEW YORK, AS AMENDED (AS AND TO THE EXTENT APPLICABLE), AND OTHER APPLICABLE LAW.

EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT SHALL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, IN ANY WAY RELATING TO THIS AGREEMENT OR THE TRANSACTIONS RELATING HERETO, IN ANY FORUM OTHER THAN THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION, OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT AGENT OR ANY SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT IN THE COURTS OF ANY JURISDICTION.

The Grantors authorize the Secured Parties to record this Agreement with the United States Patent and Trademark Office.

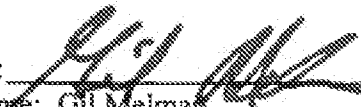
[Signature Pages Follow]

IN WITNESS WHEREOF, Grantors and the Agent have executed this Agreement as of the date first above written.

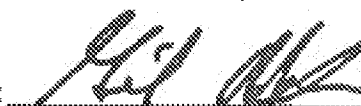
GRANTORS:

SPARK ENERGY, LLC

MEL


By: 
Name: Gil Melman
Title: Vice President and General Counsel

PERIGEE ENERGY, LLC

By: 
Name: Gil Melman
Title: Vice President and General Counsel

**COÖPERATIEVE RABOBANK U.A.,
NEW YORK BRANCH, as Agent**

By: 
Name: **Jan Hendrik de Graaff**
Title: **Managing Director**

By: 
Name: **Sergio Garcia**
Title: **VP**

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

Trademarks

1. Federal trademark registrations in the name of Spark Energy, LLC (a Texas limited liability company):
 - a. Spark Energy (and Design), U.S. Reg. No. 3,952,606;
 - b. Empower What Matters, U.S. Reg. No. 3,952,605;
 - c. Spark Energy, U.S. Reg. No. 3,907,816; and
 - d. Spark Design, U.S. Reg. No. 4,105,494.
2. Federal trademark registrations in the name of Perigee Energy, LLC (a Texas limited liability company):
 - a. Perigee Energy Bring Savings Home (and Design), U.S. Reg. No. 4,399,154; and
 - b. Perigee Energy, U.S. Reg. No. 4,399,153.