

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432173

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greene's Energy Group, LLC		06/21/2017	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	GACP Finance Co., LLC, as Agent		
Street Address:	11100 Santa Monica Boulevard, Suite 800		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3967478	TAPS	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	200 Park Avenue, 28th Floor		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	90029.00017		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		
DATE SIGNED:	06/22/2017		
Total Attachments: 5			
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TRADEMARK SHORT FORM SECURITY AGREEMENT

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of June 21, 2017, (this “**Agreement**”), among Greene’s Energy Group, LLC, a Texas limited liability company (the “**Grantor**”) and GACP FINANCE CO., LLC, as agent (in such capacity, the “**Agent**”).

Reference is made to (a) the Security Agreement dated as of June 21, 2017 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, as Borrower, GREENE’S HOLDING CORPORATION, a Delaware corporation (“**Parent**”), GEG GP HOLDINGS, L.L.C., a Texas limited liability company (“**GEG Holdings**”), any other Grantors from time to time party hereto and the Agent (b) the Term Loan and Bridge Loan Credit Agreement, dated as of June 21, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Credit Agreement**”), among the Grantor, Parent, GEG Holdings, the Lenders, Agent, as Agent for the Lenders and Agent for the Secured Parties, and others. The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(c) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest under the laws of the United States; (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”); and

(b) all rights and privileges arising under applicable Law with respect to the Grantor's use of any Trademarks;

(c) all extensions and renewals thereof and amendments thereto;

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof;

(e) all rights corresponding thereto throughout the world; and

(f) all rights to sue for past, present and future infringements or dilutions thereof or other injuries thereto.

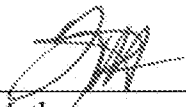
excluding, in each case of (a) through (f) any intent-to-use application trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of the intent-to-use trademark application under Applicable Law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first above written.

GREENE'S ENERGY GROUP, LLC

By: 
Name: Frank Mathews
Title: President and Chief Operating Officer

GACP FINANCE CO., LLC, as Agent

By: *John Ahn*
Name: *John Ahn*
Title: *President*

[Signature Page -- Trademark Security Agreement]

Schedule I

Registered Trademarks

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
US	3,967,478	5/24/11	March 17, 2010	Greene's Energy Group, LLC	TAPS

Pending Trademark Applications

None.

[Schedule – Trademark Security Agreement]

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RECORDED: 06/22/2017

**TRADEMARK
REEL: 006089 FRAME: 0380**