

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455154

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SunLink Corporation		09/29/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Multiplier Capital II, LP		
Street Address:	2 Wisconsin Circle		
Internal Address:	Suite 700		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5058509	GEOPRO	
Registration Number:	5229031	TECHTRACK	
Registration Number:	5216224	GEOPRO	
Registration Number:	4502186	SUNLINK DESIGN STUDIO	
Registration Number:	4188050	INSTALL CONFIDENCE	
Registration Number:	3080240	SUNLINK	
Serial Number:	87028033	SUNLINK	
Serial Number:	87027998	SUNLINK	
Serial Number:	87027873	SUNLINK	
Serial Number:	87031207	SUNLINK	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		

OP \$265.00 5058509

Address Line 4:	Washington, D.C. 20005
ATTORNEY DOCKET NUMBER:	F174438 TM
NAME OF SUBMITTER:	Robin Dunn
SIGNATURE:	/Robin Dunn/
DATE SIGNED:	12/19/2017
Total Attachments: 8 source=TM Cover Sheet-Sunlink with IPSA#page2.tif source=TM Cover Sheet-Sunlink with IPSA#page3.tif source=TM Cover Sheet-Sunlink with IPSA#page4.tif source=TM Cover Sheet-Sunlink with IPSA#page5.tif source=TM Cover Sheet-Sunlink with IPSA#page6.tif source=TM Cover Sheet-Sunlink with IPSA#page7.tif source=TM Cover Sheet-Sunlink with IPSA#page8.tif source=TM Cover Sheet-Sunlink with IPSA#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **September 29, 2017** by and between **Multiplier Capital II, LP** (“Multiplier”) and **SunLink Corporation**, a Delaware corporation and **Powercare, LLC**, a Delaware limited liability company (jointly and severally, “Grantor”), with reference to the following facts:

A. Multiplier and Grantor are parties to that certain Loan and Security Agreement dated September 29, 2017 (as amended from time to time, the “Loan Agreement”). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Multiplier a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its “Obligations” as defined in the Loan Agreement, Grantor grants to Multiplier a security interest in all of Grantor’s right, title and interest in Grantor’s Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy

of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Multiplier's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Multiplier and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

[signatures on next page]

Address of Grantor:

2 Belvedere Place, Suite 210
Mill Valley, California 94941

SUNLINK CORPORATION

By M. J. Maulick
Title CEO

Address of Grantor:

2 Belvedere Place, Suite 210
Mill Valley, California 94941

POWERCARE, LLC

By M. J. Maulick
Title Manager

Address of Multiplier:

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

MULTIPLIER CAPITAL II, LP

By: Multiplier Capital II GP, LLC,
Its General Partner

By _____
Title _____

[Signature Page—Intellectual Property Security Agreement]

Address of Grantor:

2 Belvedere Place, Suite 210
Mill Valley, California 94941

SUNLINK CORPORATION

By _____
Title _____

Address of Grantor:

2 Belvedere Place, Suite 210
Mill Valley, California 94941

POWERCARE, LLC

By _____
Title _____

Address of Multiplier:

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

MULTIPLIER CAPITAL II, LP

By: Multiplier Capital II GP, LLC,
Its General Partner

By Kevin P. Sheel
Title Managing Member

[Signature Page—Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

Owner	Description	Serial or Registration Number	Application or Registration Date	Status
SunLink Corporation	SUNLINK	87028033	May 6, 2016	Pending
SunLink Corporation	SUNLINK	87027998	May 6, 2016	Pending
SunLink Corporation	SUNLINK	87027873	May 6, 2016	Pending
SunLink Corporation	SUNLINK	87031207	May 10, 2016	Pending
SunLink Corporation	GEOPRO	5058509	October 11, 2016	Registered
SunLink Corporation	TECHTRACK	5229031	June 20, 2017	Registered
SunLink Corporation	GEOPRO	5216224	June 6, 2017	Registered
SunLink Corporation	SUNLINK DESIGN STUDIO	4502186	March 25, 2014	Registered
SunLink Corporation	INSTALL CONFIDENCE	4188050	August 7, 2012	Registered
SunLink Corporation	SUNLINK	3080240	April 11, 2006	Registered

SCHEDULE B

Patents and Patent Applications

Owner	Title	Serial/ Patent Number	Application/ Issue Date	Status
SunLink Corporation	Wire management clip for structures such as solar racking systems	9,279,521	March 8, 2016	In Force
SunLink Corporation	Solar array integration system and methods therefor	9,279,415	March 8, 2016	In Force
SunLink Corporation	Structure following roof mounted photovoltaic system	9,038,329	May 26, 2015	In Force
SunLink Corporation	Photovoltaic module carrier	8,887,920	November 18, 2014	In Force
SunLink Corporation	Photovoltaic module mounting system	8,615,939	December 31, 2013	In Force
SunLink Corporation	Solar array mounting system with universal clamp	8,413,391	April 9, 2013	In Force
SunLink Corporation and Nanosolar, Inc.	Photovoltaic panel clamp	8,397,448	March 19, 2013	Division of Patent No. 8191320- assignments of parent carry over
SunLink Corporation	Photovoltaic module mounting system	8,266,848	September 18, 2012	In Force Division of Patent No. 8156697 - ownership of 8156697 carries over.
SunLink Corporation and Nanosolar, Inc.	Photovoltaic panel clamp	8,191,320	June 5, 2012	In force
SunLink Corporation	Photovoltaic module mounting system	8,156,697	April 17, 2012	In Force
SunLink Corporation	Wiring clip	D576,478	September 9, 2008	In Force
SunLink Corporation	Photovoltaic module carrier and methods of use	14/487656	September 16, 2014	Pending
SunLink Corporation	Large scale ground mounting system for photovoltaics	9593867	March 14, 2017	In Force
SunLink Corporation	Solar array mounting system with universal clamp	9601645	March 21, 2017	In Force

SunLink Corporation	Wiring combiner box	9615470	April 4, 2017	In Force
SunLink Corporation	Bearing Assembly for Solar Trackers	15/293146	October 13, 2008	Pending

PA\831732.1
1191271-900000
09/28/17

TRADEMARK
REEL: 006234 FRAME: 0024

SCHEDULE C

Copyrights Registered with the United States Copyright Office

None