

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472864

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tecogen Inc.		05/04/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Webster Business Credit Corporation
Street Address:	360 Lexington Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1308655	TECOGEN
Registration Number:	2176670	TECOCHILL
Registration Number:	4889137	ILIOS
Registration Number:	4996269	ILIOS
Registration Number:	3772652	INVERDE
Registration Number:	5107438	TECOGEN
Registration Number:	5196528	ULTERA
Registration Number:	5201585	ULTERA EMISSION CONTROL
Serial Number:	87145922	INVERDE E+
Serial Number:	87253875	TECOPOWER
Serial Number:	86774162	E+

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 212-238-3214
 Email: selwin@emmetmarvin.com
 Correspondent Name: Sharon Elwin
 Address Line 1: 120 Broadway, 32nd Floor
 Address Line 2: Emmet Marvin & Martin, LLP

TRADEMARK

Address Line 4:	New York, NEW YORK 10271
ATTORNEY DOCKET NUMBER:	F176874 for 6275.0503
NAME OF SUBMITTER:	Sharon Elwin
SIGNATURE:	/Sharon Elwin/
DATE SIGNED:	05/07/2018
Total Attachments: 4 source=Grant of Security Interest (Trademarks) Tecogen Inc#page2.tif source=Grant of Security Interest (Trademarks) Tecogen Inc#page3.tif source=Grant of Security Interest (Trademarks) Tecogen Inc#page4.tif source=Grant of Security Interest (Trademarks) Tecogen Inc#page5.tif	

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **TECOGEN INC.**, a Delaware corporation (the "*Grantor*") and **WEBSTER BUSINESS CREDIT CORPORATION** (the "*Lender*") are parties to a Security Agreement, dated as of May 4, 2018 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, as security for the payment or performance, as applicable, in full of the Obligations, the Grantor collaterally assigned, mortgaged, pledged and hypothecated to the Lender, and granted to the Lender, a security interest in, all of the right, title and interest of the Grantor in, to and under the Collateral, including, without limitation, certain of its intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor, as security for the payment or performance, as applicable, in full of the Obligations, hereby collaterally assigns, mortgages, pledges and hypothecates to the Lender, and grants to the Lender, a security interest in, all of the right, title and interest of the Grantor in, to and under the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "*Trademark Collateral*"):

- (a) trademarks and registrations thereof, including the trademarks listed on Schedule 1 attached hereto (collectively, the "*Trademarks*");
- (b) the goodwill of the business symbolized by the Trademarks; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is: 360 Lexington Avenue, 5th Floor, New York, New York 10017.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest
(Trademarks) to be duly executed by its duly authorized officer as of May 4, 2018.

TECOGEN INC.

By: 
Name: Benjamin Locke
Title: Chief Executive Officer

[Signature page to Grant of Security Interest (Trademarks)]

TRADEMARK
REEL: 006382 FRAME: 0959

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of May 4, 2018

<u>Trademark/Wordmark</u>	<u>Registration No. / Serial No.</u>	<u>Registration Date/Serial Date</u>
TECOGEN	1,308,655	12/11/1984
TECOHILL	2,176,670	7/28/1998
ILIOS	4,889,137	1/19/2016
	4,996,269	7/12/2016
INVERDE	3,772,652	04/06/2010
	5,107,438	12/27/2016
ULTERA	5,196,528	05/02/2017
	5,201,585	05/09/2017
INVERDE E+	87-145922	08/22/2016

TECOPOWER	87-253875	12/01/2016
E+	86-774162	