

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473541

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FOXOL, INC.		05/10/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5422773	PROVIDING ENERGY SOLUTIONS FOR A SUSTAIN	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<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:	312-460-5343		
Email:	slott@seyfarth.com		
Correspondent Name:	Stephen D. Lott		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 8000		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	058550-000064		
NAME OF SUBMITTER:	Stephen D. Lott		
SIGNATURE:	/Stephen D. Lott/		
DATE SIGNED:	05/11/2018		
Total Attachments: 5			
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CH \$40.00 5422773

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of May 10, 2018, is by FOXOL, INC., a California corporation (the “Grantor”), in favor of CIBC BANK USA, in its capacity as administrative agent for the Lenders (in such capacity, the “Administrative Agent”).

RECITALS

A. The Grantor and certain of its affiliates have entered into that certain Joinder and Sixth Amendment to Loan Documents dated May 9, 2018 whereby Grantor became an additional Borrower under the applicable loan documents including: (i) that certain Credit Agreement, dated as of May 4, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) with various financial institutions, as lenders (the “Lenders”), and the Administrative Agent, pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor; and (ii) that certain Security Agreement, dated as of May 4, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) with the Administrative Agent pursuant to which the Secured Obligations are secured.

B. As a condition to the closing of the transactions referenced in the Credit Agreement, the Grantor is required to enter into this Agreement in favor of the Administrative Agent.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks and trademark licenses and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement, the Security Agreement and the other Loan Documents (as defined in the Credit Agreement).

In consideration of the mutual agreements set forth herein and in the other Loan Documents, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in

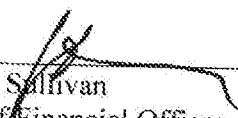
Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used herein but not defined herein shall have the respective meaning ascribed thereto in the Credit Agreement or Security Agreement.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

FOXOL, INC.

By: 

John Sullivan
Chief Financial Officer

Acknowledged:

CIBC BANK USA

By: _____
Richard J., Kress
Managing Director

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

FOXOL, INC.

By: _____
John Sullivan
Chief Financial Officer

Acknowledged:

CIBC BANK USA

By: Richard J. Kress
Richard J. Kress
Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Published for Opposition</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
Providing Energy Solutions for a Sustainable Future	87562487	August 9, 2017	December 26, 2017	5422773	March 13, 2018	(Registrant) Foxol, Inc. Corporation California #185 9343 Tech Center Drive Sacramento California 95826