

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM476824

|   |   |                       |                    |
|---|---|-----------------------|--------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                              |                       |                    |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                           |                       |                    |
| <b>CONVEYING PARTY DATA</b>   |   |                       |                    |
| <b>Name</b>   | <b>Formerly</b>                             | <b>Execution Date</b> | <b>Entity Type</b> |
| J-W Power company   |   | 06/05/2018            | Corporation: TEXAS |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                    |
| <b>Name:</b>  | Wells Fargo Bank, National Association      |                       |                    |
| <b>Street Address:</b>  | 1000 Louisiana Street, 9th Floor            |                       |                    |
| <b>Internal Address:</b>  | MAC T5002-090                               |                       |                    |
| <b>City:</b>  | Houston                                     |                       |                    |
| <b>State/Country:</b>   | TEXAS                                       |                       |                    |
| <b>Postal Code:</b>   | 77002                                       |                       |                    |
| <b>Entity Type:</b>   | national banking association: UNITED STATES |                       |                    |
| <b>PROPERTY NUMBERS Total: 1</b>  |   |                       |                    |
| <b>Property Type</b>  | <b>Number</b>                               | <b>Word Mark</b>      |                    |
| <b>Serial Number:</b>   | 87621495                                    | POWERFILL             |                    |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                    |
| <b>Fax Number:</b>  | 2142207716                                  |                       |                    |
| <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> |   |                       |                    |
| <b>Phone:</b>   | 2146617324                                  |                       |                    |
| <b>Email:</b>   | sbertino@velaw.com                          |                       |                    |
| <b>Correspondent Name:</b>  | Shannon Bertino                             |                       |                    |
| <b>Address Line 1:</b>  | 2001 Ross Avenue, Ste 3900                  |                       |                    |
| <b>Address Line 4:</b>  | Dallas, TEXAS 75201                         |                       |                    |
| <b>NAME OF SUBMITTER:</b>   | Shannon Bertino                             |                       |                    |
| <b>SIGNATURE:</b>   | /Shannon Bertino/                           |                       |                    |
| <b>DATE SIGNED:</b>   | 06/05/2018                                  |                       |                    |
| <b>Total Attachments: 7</b>   |   |                       |                    |
| source=J-W Power - AR Intellectual Property Security Agreement (June 2018) (Executed)#page1.tif   |   |                       |                    |
| source=J-W Power - AR Intellectual Property Security Agreement (June 2018) (Executed)#page2.tif   |   |                       |                    |
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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY  
AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of June 5, 2018, is entered into by J-W POWER COMPANY, a Texas corporation (“**Grantor**”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as administrative agent (the “**Administrative Agent**”) for the Lenders.

Capitalized terms not otherwise defined herein have the meanings set forth in that certain Amended and Restated Pledge and Security Agreement dated as of the date hereof among Grantor, the other “Grantors” party thereto and the Administrative Agent (as such agreement may be amended, restated, modified, supplemented or modified from time to time, the “**Security Agreement**”).

WHEREAS, Grantor entered into that certain Intellectual Property Security Agreement dated as of June 11, 2014 (the “**Existing IP Security Agreement**”), pursuant to which Grantor granted a security interest to the Administrative Agent, for the benefit of the Secured Parties, in certain of Grantor’s intellectual property.

WHEREAS, pursuant to the Security Agreement, Grantor is required to deliver this Agreement to amend and restate the Existing IP Security Agreement and to grant a security interest to the Administrative Agent, for the benefit of the Secured Parties, in all of Grantor’s Patents, Trademarks, all registrations and recordings thereof and applications (other than “intent to use” applications until a verified statement of use or allegation of use is filed and accepted by the U.S. Patent and Trademark Office with respect to such applications) in connection therewith, whether registered or unregistered, now owned or hereafter acquired, and wherever located, including the Patents and Trademarks listed on Schedule 1 hereto (collectively, the “**Secured Intellectual Property**”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Administrative Agent hereby agree to amend and restate the Existing IP Security Agreement in its entirety as follows:

1. **Grant of Security Interest.**

(a) Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under all the Secured Intellectual Property, including all reissues, extensions or renewals thereof and all goodwill associated with or symbolized by any of the foregoing.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any

conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

2. Termination of Security Interest.

Subject to the Credit Agreement and following full payment of the Indebtedness, Administrative Agent shall, at Grantor's sole cost and expense, promptly take such actions (including execution of releases, termination statements and other discharges) as may be necessary or proper to terminate the security interests created hereby.

3. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, the Administrative Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule 1 hereto to include reference to any right, title or interest in any Patents and Trademarks currently owned by Grantor or any Patents and Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents and Trademarks in which Grantor no longer has or claims any right, title or interest.

4. Governing Law.

**THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA.**

5. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Administrative Agent and Grantor and their respective successors and permitted assigns. Grantor shall not, without the prior written consent of the Administrative Agent given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

6. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

7. Amendment and Restatement.

This Agreement shall amend, restate and supersede the Existing IP Security Agreement in its entirety; provided, however, that the execution and delivery of this Agreement shall not effect a novation of the Existing IP Security Agreement but shall be, to the fullest extent

applicable, a modification, renewal, confirmation and extension of such Existing IP Security Agreement.

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IN WITNESS WHEREOF, Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

**GRANTOR:**

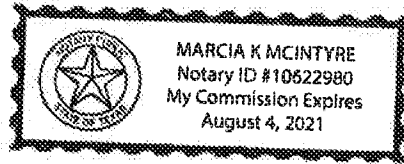
**J-W POWER COMPANY**, a Texas corporation

By: *R. Davis*  
Richard S. Davis  
Vice President of Finance

STATE OF TEXAS                    )  
  ) ss:  
COUNTY OF DALLAS            )

On June 4, 2018, before me, the undersigned, a notary public in and for said state and county, personally appeared Richard S. Davis, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Vice President of Finance, on behalf of J-W Power Company, a Texas corporation, the company herein named, and acknowledged to me that the company executed the within instrument pursuant to its bylaws and/ or the resolutions of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.



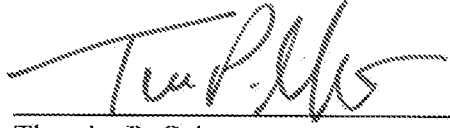
(NOTARIAL STAMP OR SEAL)

*Marcia K McIntyre*  
Notary Public

My Commission Expires:

8-4-21

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Administrative Agent

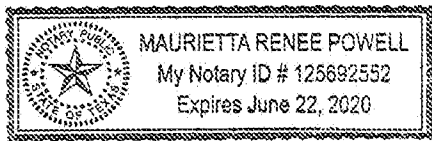
By:   
Timothy P. Gebauer  
Director

STATE OF TEXAS            )  
  ) ss:  
COUNTY OF HARRIS        )

On June 4, 2018, before me, the undersigned, a notary public in and for said state, personally appeared Timothy P. Gebauer, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as a Director on behalf of Wells Fargo Bank, National Association, and acknowledged to me that the bank executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



  
Notary Public

My Commission Expires:

June 22, 2020

[SIGNATURE PAGE TO J-W POWER AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT]

## PATENT AND TRADEMARK SECURITY AGREEMENT

**Patents:**

| <b>Name of Grantor</b> | <b>Title</b>         | <b>Issue Date</b> | <b>Patent Number</b>  |
|------------------------|----------------------|-------------------|---|
| J-W Power Company      | "CNG Fueling System" | 1/31/2013         | U.S. Nonprovisional Utility Patent Application No. 13/756,092           |
| J-W Power Company      | "CNG Fueling System" | 1/31/2013         | PCT International Patent Application No. PCT/US2013/024156              |
| J-W Power Company      | "CNG Fueling System" | 9/19/2017         | U.S. Utility Patent No. US 9,765,930 B2, Attorney Docket No. 0003-00004 |

**Patent Applications:**

| <b>Name of Grantor</b> | <b>Title</b>                                   | <b>Issue Date</b> | <b>Patent Number</b>  |
|------------------------|--|-------------------|---|
| J-W Power Company      | "CNG Fueling System"<br>(continuation in part) | 9/19/2017         | U.S. Nonprovisional Utility Patent Application No. 15/709,084, Attorney Docket No. 0003-00004-CIP |
| J-W Power Company      | "Enhanced Storage System"                      | 8/13/16           | U.S. Nonprovisional Utility Patent Application No. 15/236,397, Attorney Docket No. 0003-00042     |
| J-W Power Company      | "Flow Control System"                          | 8/6/16            | U.S. Nonprovisional Utility Patent Application No. 15/257,869, Attorney Docket No. 0003-00044     |
| J-W Power Company      | "System and Method for Priority CNG Filing"    | 12/13/17          | U.S. Provisional Utility Patent Application No. 62/598,421, Attorney Docket No. 0003-00253-P      |