

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485855

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CLEARRESULT CONSULTING INC.		08/08/2018	Corporation: TEXAS
CLEARRESULT OPERATING, LLC		08/08/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, BRANCH
Street Address:	600 WASHINGTON BOULEVARD
City:	STAMFORD
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	SWISS BANKING CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4038921	CLEARRESULT
Registration Number:	4038920	CITYSMART
Registration Number:	4214265	SCORE
Registration Number:	1653227	COMFORT HOME
Registration Number:	3548869	CONSERVATION SERVICES GROUP
Registration Number:	4099595	ENERGYMEASURE
Registration Number:	4038654	AIRCARE PLUS
Registration Number:	4111743	GROCERSMART
Registration Number:	3065198	80 PLUS
Registration Number:	3065199	80 PLUS
Registration Number:	4034903	AIRCARE PLUS
Registration Number:	4228056	PLUG LOAD SOLUTIONS
Registration Number:	4300033	PLUG LOAD SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 6508385109

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.

TRADEMARK

Phone: 650-838-3743
Email: JLIK@SHEARMAN.COM
Correspondent Name: BENJAMIN PETERSEN
Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR
Address Line 2: SHEARMAN & STERLING LLP
Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	40272/8
NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	08/13/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of August 8, 2018, by and among CLEAResult Consulting Inc., a Texas corporation (“Consulting”), CLEAResult Operating, LLC, a Delaware limited liability company (“Operating”, and together with Consulting, collectively “Grantors”, each a “Grantor”) and UBS AG, STAMFORD BRANCH, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, Grantors are party to that certain Second Lien Pledge and Security Agreement, dated as of August 8, 2018 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantors granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by Grantors and pursuant to which Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) all Trademarks owned by or exclusively licensed to such Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO 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 such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by each Grantor to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. First Lien/Second Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Second Priority Representative pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement referred to below), including liens and security interests granted to Goldman Sachs Bank USA, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement, dated as of August 8, 2018, among Holdings, the Borrower, Goldman Sachs Bank USA, as administrative agent and collateral agent and as an issuing bank and swing line lender, and the lenders from time to time party thereto, as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time and (ii) the exercise of any right or remedy by the Second Priority Representative or any other secured party hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement dated as of August 8, 2018, among Goldman Sachs Bank USA, as First Lien Collateral Agent, UBS AG, Stamford Branch, as Initial Second Lien Representative, Holdings, the Company and the other parties thereto from time to time party thereto, as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time (the "First Lien/Second Lien Intercreditor Agreement"). In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CLEARRESULT CONSULTING INC.

By: Aziz Virani
Name: Aziz Virani
Title: President

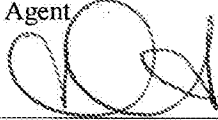
CLEARRESULT OPERATING, LLC

By: Aziz Virani
Name: Aziz Virani
Title: President

Accepted and Agreed:

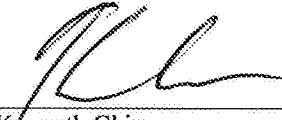
UBS AG, STAMFORD BRANCH,
as Collateral Agent

By:



Name: Darlene Arias
Title: Director

By:



Name: Kenneth Chin
Title: Director

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006411 FRAME: 0973

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Owner/Grantor	Trademark Description	Registration, Application Number	Jurisdiction	Registration Date
CLEARresult Consulting Inc.	CLEARRESULT	4038921	United States of America	10/11/2011
CLEARresult Consulting Inc.	CITYSMART	4038920	United States of America	10/11/2011
CLEARresult Consulting Inc.	SCORE	4214265	United States of America	9/25/2012
CLEARresult Consulting Inc.	COMFORT HOME	1653227	United States of America	8/6/1991
CLEARresult Consulting Inc.	CONSERVATION SERVICES GROUP	3548869	United States of America	12/23/2008
CLEARresult Consulting Inc.	ENERGYMEASURE	4099595	United States of America	2/14/2012
CLEARresult Consulting Inc.	AIRCARE PLUS	4038654	United States of America	10/11/2011
CLEARresult Consulting Inc.	GROCERSMART	4111743	United States of America	3/13/2012
CLEARresult Consulting Inc.	80 PLUS	3065198	United States of America	3/7/2006
CLEARresult Consulting Inc.	80 PLUS (Design)	3065199	United States of America	3/7/2006
CLEARresult Operating LLC	AirCare Plus	4034903	United States of America	10/4/2011
CLEARresult Consulting Inc	Plug Load Solutions	4228056	United States of America	10/16/2012
CLEARresult Consulting Inc	Plug Load Solutions (Design)	4300033	United States of America	3/12/2013