

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523372

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3ES Innovation Inc.		05/13/2019	Corporation: BRITISH COLUMBIA
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Collateral Agent		
Street Address:	399 Park Avenue		
Internal Address:	38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	88073688	AUCERNA	
Registration Number:	4672169	A BETTER WAY	
Registration Number:	4672170	A BETTER WAY	
Registration Number:	4478450	AFE NAV	
Registration Number:	2653264	AFE NAVIGATOR	
Registration Number:	5081327	ENERGY NAVIGATOR	
Registration Number:	5081328	ENERGY NAVIGATOR	
Registration Number:	3885248	ENERGY NAVIGATOR	
Registration Number:	4614269	ENERGY NAVIGATOR A BETTER WAY	
Registration Number:	4548267	ENERGY NAVIGATOR A BETTER WAY	
Registration Number:	4542646	VAL NAV	
Registration Number:	2665209	VALUE NAVIGATOR	
Registration Number:	4363374	ENERSIGHT	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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>			

OP \$340.00 88073688

Phone: 312/876-7628
Email: linda.kastner@lw.com
Correspondent Name: Linda R. Kastner, c/o Latham & Watkins
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER: Linda Kastner

SIGNATURE: /lk/

DATE SIGNED: 05/13/2019

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of May 13, 2019 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of OWL ROCK CAPITAL CORPORATION (“*ORCC*”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, together with its successors and permitted assigns in such capacity, the “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among (i) AUCERNA INTERMEDIATE HOLDINGS COMPANY LTD., a British Columbia corporation (“*Parent*”), (ii) ALPHA ONE ACQUIRECO B.C. LTD., a British Columbia corporation (the “*Purchaser*”), immediately prior to the consummation of the Closing Date Amalgamations (as defined therein), as Borrower, (iii) 3ES INNOVATION INC., a British Columbia corporation (the “*Company*”), upon and after the consummation of the Closing Date Amalgamations, as Borrower, (iv) Subsidiaries of the Borrower signatory thereto as guarantors or thereafter designated as Guarantors, (v) the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”) and (vi) ORCC, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”) and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the U.S. Security Pledge Agreement, dated as of the date hereof, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants, pledges and collaterally assigns a security interest in all of such Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, together with all common-law rights related thereto, the right to obtain all renewals thereof, all income, royalties, damages and payments now and hereafter due or payable under and with respect to any of the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, the goodwill of such Grantor's business symbolized by the foregoing or connected therewith, and all of such Grantor's rights corresponding to any of the foregoing throughout the world (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that the Trademark Collateral shall not include any "intent-to-use" application for a Trademark registration prior to the filing of a "statement of use" or an "amendment to allege use" with respect thereto, to the extent, if any, and solely during the period, if any, in which the grant of security interest therein would imperil the validity or enforceability of any registration issuing from such intent-to-use application under applicable Federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CAESAR SYSTEMS, L.L.C.,
as a Grantor

By: Wayne Sim
Name: Wayne Sim
Title: President

3ES INNOVATION INC.,
upon and after the Closing Date Amalgamations,
as a Grantor

By: Wayne Sim
Name: Wayne Sim
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006644 FRAME: 0418

OWL ROCK CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Alan Kirshenbaum
Title: Chief Financial Officer

SCHEDULE A

U.S. Trademark Registrations and Applications

No.	Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
1.	AUCERNA	USA	88073688 10-Aug-2018	--	Pending	3ES Innovation Inc.
2.	A BETTER WAY	USA	85688958 27-Jul-2012	4672169 13-Jan-2015	Registered	3ES Innovation Inc.
3.	A BETTER WAY	USA	85688970 27-Jul-2012	4672170 13-Jan-2015	Registered	3ES Innovation Inc.
4.	AFE NAV	USA	85319205 12-May-2011	4478450 04-Feb-2014	Registered	3ES Innovation Inc.
5.	AFE NAVIGATOR	USA	76085742 10-Jul-2000	2653264 26-Nov-2002	Registered	3ES Innovation Inc.
6.	ENERGY NAVIGATOR	USA	86953324 25-Mar-2016	5081327 15-Nov-2016	Registered	3ES Innovation Inc.
7.	ENERGY NAVIGATOR	USA	86953336 25-Mar-2016	5081328 15-Nov-2016	Registered	3ES Innovation Inc.
8.	ENERGY NAVIGATOR	USA	77926328 02-Feb-2010	3885248 07-Dec-2010	Registered	3ES Innovation Inc.
9.	ENERGY NAVIGATOR A BETTER WAY	USA	85688982 27-Jul-2012	4614269 30-Sep-2014	Registered	3ES Innovation Inc.

No.	Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
10.	ENERGY NAVIGATOR A BETTER WAY	USA	85688975 27-Jul-2012	4548267 10-Jun-2014	Registered	3ES Innovation Inc.
11.	VAL NAV	USA	86066218 16-Sep-2013	4542646 03-Jun-2014	Registered	3ES Innovation Inc.
12.	VALUE NAVIGATOR	USA	76085749 10-Jul-2000	2665209 24-Dec-2002	Registered	3ES Innovation Inc.
13.	ENERSIGHT	USA	85623386 11-May-2012	4363374 09-Jul-2013	Registered	3ES Innovation Inc.
14.	PETROVR	USA	85352425 22-Jun-2011	4101949 21-Feb-2012	Registered	Caesar Systems, LLC