

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Energylogic, LLC		09/06/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Northcreek Mezzanine Fund II, L.P.		
Street Address:	312 Walnut Street Ste 2310		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4145055	DESIGNED TO SAVE BUILT TO LAST	
Registration Number:	5231170	E	
Registration Number:	3260910	ENERGYLOGIC	
Registration Number:	5208024	ENERGYLOGIC	
CORRESPONDENCE DATA			
Fax Number:	5137620086		
<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:	5139773486		
Email:	abrown@katzteller.com		
Correspondent Name:	Amy Brown		
Address Line 1:	255 E Fifth St Ste 2400		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Amy Brown		
SIGNATURE:	/Amy Brown/		
DATE SIGNED:	09/12/2019		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is entered into as of September 6, 2019 (“Agreement”), by and between **ENERGYLOGIC, LLC**, a Tennessee limited liability company (the “Debtor”), in favor of **NORTHCREEK MEZZANINE FUND II, L.P.**, a Delaware limited partnership (“Northcreek”), as collateral agent for the ratable benefit of the Lenders (as defined below) (“Secured Party”).

Background

A. Debtor, together with the other Borrowers party hereto, has entered into that certain Securities Purchase Agreement dated as of April 19, 2016, as amended pursuant to Amendment No. 1 to Securities Purchase Agreement dated as of January 31, 2017, Amendment No. 2 to Securities Purchase Agreement dated as of March 31, 2018 and Amendment No. 3 to Securities and Purchase Agreement dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time the “Securities Purchase Agreement”) pursuant to which Northcreek and Aldine Capital Fund II, L.P., a Delaware limited partnership (“Aldine”), as lenders (“Lenders”), have agreed, subject to the satisfaction of certain terms and conditions, to continue to extend financial accommodations to the Borrowers, as provided therein.

B. Pursuant to the Securities Purchase Agreement, Lenders have required that the Debtor guaranty the Obligations (as defined in the Securities Purchase Agreement) and that the Debtor grants (or cause to be granted) certain Liens to Northcreek, for the benefit of the Lenders and holders of the Note(s), all to secure the obligations of the Borrowers and any Debtor under the Securities Purchase Agreement or any Note Document (including any Guaranty).

Agreement

SECTION 1. **Defined Term**. Unless otherwise defined herein, terms defined in the Securities Purchase Agreement and used herein have the meaning given to them in the Securities Purchase Agreement. As used herein, the following term shall have the following meaning:

“Trademark” means (a) all United States trademarks now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, or in any similar office or agency of the United States or any State thereof, and all common-law rights related thereto and (b) the right to obtain all renewals thereof.

SECTION 2. **Grant of Security Interest in Trademark Collateral**. The Debtor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby conveys, pledges, hypothecates and grants to the Secured Party, its successors and assigns, a continuing and unconditional first priority security interest upon, in and to all of the Debtor’s right, title and interest in, to and under the following Collateral of the Debtor wherever located, and now owned or hereafter acquired (the “Trademark Collateral”):

(a) all of its Trademarks, to which it now or hereafter is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations, renewals or extensions of the foregoing; and

(c) any consideration received when all or any part of the Trademark Collateral is sold, transferred, exchanged, leased, collected or otherwise disposed of, or any value received as a consequence of possession thereof, including but not limited to, all products, proceeds (including all "Proceeds" as defined in Ohio Revised Code Section 1309.102, as amended from time to time), cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents, or proceeds of other proceeds, now or hereafter due and/or payable under any Trademark and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, violation or any other impairment thereof.

Upon the request of the Secured Party, at no cost to the Secured Party, the Debtor agrees to execute an amendment to this Agreement or to execute an Amended and Restated Trademark Security Agreement, containing such terms as the Secured Party may reasonably required, in order to perfect such additional Trademarks that subsequent hereto the Debtor may acquire an interest in.

SECTION 3. Debtor Remains Liable. It is expressly agreed by the Debtor that, anything herein to the contrary notwithstanding, the Debtor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks, and shall hold the Secured Party harmless from any and all costs, damages, liabilities and expenses that may be incurred in connection with the Secured Party's interest in such Trademarks or any other action or failure to act in connection with this Agreement, except to the extent that the same are caused by the gross negligence or willful misconduct of the Secured Party. The Debtor shall remain liable for any and all claims by any Person that the conduct of the Debtor's business or products or processes of the Debtor infringe any rights of such person.

SECTION 4. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement dated as of January 31, 2017 ("Security Agreement") and the Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 5. Termination of Security Interest in Trademark Collateral. Upon payment and satisfaction in full of the Obligations and termination of all commitments relating thereto, the Secured Party shall reassign, redeliver and release (or cause to be so reassigned, redelivered and released), without recourse upon or warranty by the Secured Party, and at the sole expense of the Debtor, to the Debtor, against receipt therefor, such of the Trademark Collateral (if any) as shall not have been sold or otherwise applied by the Secured Party pursuant

to the terms of the Securities Purchase Agreement and not theretofore reassigned, redelivered and released to the Debtor, together with appropriate instruments of reassignment and/or release.

SECTION 6. **Counterparts.** This Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

SECTION 7. **APPLICABLE LAW.** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF OHIO, WITHOUT GIVING EFFECT TO OHIO'S CHOICE OF LAW DOCTRINE.

[Signature page follows.]

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

Debtor:

ENERGYLOGIC, LLC

By: 
Barry A. Brandt, Chief Executive Officer

Acknowledged by:

NORTHCREEK MEZZANINE FUND II, L.P.,
a Delaware limited partnership
As Collateral Agent

By: NMF GP, LLC
Its General Partner

By: Northcreek Management, Inc.
Its Manager

By: _____
Barry Peterson, Vice President

[Signature Page – Trademark Security Agreement]

TRADEMARK
REEL: 006742 FRAME: 0430

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Debtor:

ENERGYLOGIC, LLC

By: _____
Barry A. Brandt, Chief Executive Officer

Acknowledged by:

NORTHCREEK MEZZANINE FUND II, L.P.,
a Delaware limited partnership
As Collateral Agent

By: NMF GP, LLC
Its General Partner

By: Northcreek Management, Inc.
Its Manager

By: _____
Barry Peterson, Vice President

Acknowledgement of Debtor

STATE OF WI)
COUNTY OF Rock) ss.

On this 3rd day of September, 2019, before me personally appeared Barry A. Brandt, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **ENERGYLOGIC, LLC**, a Tennessee limited liability company, who being by me duly sworn did depose, acknowledge and say that he/she is the duly elected Chief Executive Officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Kim J Hendrikson
Notary Public
State of Wisconsin

Exp. 12-6-19





Notary Public

SCHEDULE 1

To

Trademark Security Agreement

Trademarks

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Int. Classes	Trademark Status
DESIGNED TO SAVE BUILT TO LAST							
Energylogic LLC	DESIGNED TO SAVE BUILT TO LAST	Energylogic LLC, Ltd	United States of America	85263877	4145085	May 22 2012	37 Registered
E							
Energylogic, LLC	E 	Canada	17	WebTMS SM		11	Pending
Energylogic, LLC	E 	United States of America	87120298	8231170	Jun 27 2012	11	Registered
ENERGYLOGIC							
Energylogic, LLC	ENERGYLOGIC	Energylogic	United States of America	78767554	8260910	Jul 18 2007	11 Registered
Energylogic, LLC	ENERGYLOGIC	energylogic	United States of America	87120227	8208324	May 22 2012	11 Registered
ENERGYLOGIC & Design							
Energylogic, LLC	ENERGYLOGIC & Design	energylogic	Canada	1296265	T661007082	Oct 18 2018	11 Registered