

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM606582

<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>
Urban Energy Solutions, LLC	FORMERLY Urban Energy Solutions, Inc.	11/03/2020	Limited Liability Company: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch, as Collateral Agent		
<b>Street Address:</b>	600 Washington Blvd		
<b>Internal Address:</b>	9th Floor		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	National Banking Association: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4331405	SOLAR PIRANHA	
<b>Registration Number:</b>	3795213	NATURAL POWER AND ENERGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>	2129061209		
<b>Email:</b>	JESSICA.BAJADA-SILVA@LW.COM		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
<b>Address Line 1:</b>	885 THIRD AVE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	029217-0398		
<b>NAME OF SUBMITTER:</b>	Jessica Bajada-Silva		
<b>SIGNATURE:</b>	/s/ Jessica Bajada-Silva		
<b>DATE SIGNED:</b>	11/03/2020		
<b>Total Attachments: 5</b>			
source=Thunderbird - Trademark Security Agreement - Executed (118546469.1)#page1.tif			
source=Thunderbird - Trademark Security Agreement - Executed (118546469.1)#page2.tif			

OP \$65.00 4331405

source=Thunderbird - Trademark Security Agreement - Executed (118546469.1)#page3.tif

source=Thunderbird - Trademark Security Agreement - Executed (118546469.1)#page4.tif

source=Thunderbird - Trademark Security Agreement - Executed (118546469.1)#page5.tif

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT dated as of November 3, 2020 (this “**Trademark Security Agreement**”), by and between URBAN ENERGY SOLUTIONS, LLC, an Arizona limited liability company (the “**Grantor**”), and UBS AG, Stamford Branch, as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the “**Administrative Agent**”) for the Secured Parties (as defined in the Credit Agreement).

Reference is made to that certain Credit Agreement, dated as of November 3, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Veregy Intermediate, Inc., a Delaware corporation (“**Holdings**”), Veregy Consolidated, Inc., a Delaware corporation (the “**Borrower**”), the Administrative Agent and the Lenders from time to time party thereto.

Reference is also made to that certain Pledge and Security Agreement dated as of November 3, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Borrower, Holdings, the other Grantors (as defined therein) and the Administrative Agent for the Secured Parties.

The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Consistent with the requirements set forth in Section 4.01 and Section 5.14 of the Credit Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign and grant to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the “**Trademark Collateral**”):

(a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including but not limited to the Trademark registrations and applications listed on Schedule I hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions or other violations thereof; (d) all rights to sue for past, present, and future infringements or dilutions or other violations of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing, in each case, excluding any items constituting Excluded Assets and/or otherwise expressly limited or excluded by the Collateral and Guarantee Requirements (including, without limitation, any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” and acceptance by the United States Patent and Trademark 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 or any registration issuing therefrom under applicable law).

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, 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 Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of laws.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in 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.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

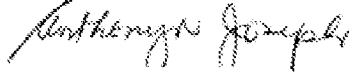
URBAN ENERGY SOLUTIONS, LLC

DocuSigned by:  
By: Clayton Boop  
74DAE1895B4D46C...

Name: Clayton Boop

Title: Chief Financial Officer, Treasurer and Secretary

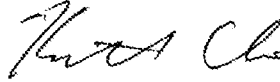
UBS AG, STAMFORD BRANCH,  
as Administrative Agent



By: \_\_\_\_\_ Anthony Joseph \_\_\_\_\_

Name: Associate Director

Title:



By: \_\_\_\_\_ Kenneth Chin \_\_\_\_\_

Name: Kenneth Chin

Title: Director

**SCHEDULE I**

TRADEMARKS

<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>TRADEMARK</b>
URBAN ENERGY SOLUTIONS, LLC (as successor in interest to URBAN ENERGY SOLUTIONS, INC.)	4331405	May 7, 2013	Solar Piranha AND DESIGN
URBAN ENERGY SOLUTIONS, LLC (as successor in interest to URBAN ENERGY SOLUTIONS, INC.)	3795213	May 25, 2010	NATURAL POWER AND ENERGY