

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616306

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Albireo Energy, LLC		12/23/2020	Limited Liability Company: MICHIGAN
Electronic Control Systems, LLC		12/23/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4657031	ALBIREO ENERGY	
Registration Number:	3465941	ECS	
Serial Number:	87177939	BEYON-D	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	18876.515114		
NAME OF SUBMITTER:	Moira Sheehan		
SIGNATURE:	/Moira Sheehan/		
DATE SIGNED:	12/23/2020		

OP \$90.00 4657031

Total Attachments: 5

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SECURITY AGREEMENT (TRADEMARKS)

This SECURITY AGREEMENT (TRADEMARKS), dated as of December 23, 2020 (this “Security Agreement”), is among Albireo Energy, LLC, a Michigan limited liability company (“Borrower”), Electronic Control Systems, LLC, a Delaware limited liability company (“ECS”; and together with Borrower the “Grantors” and each, individually a “Grantor,” and Wilmington Trust, National Association, as agent (the “Agent”). Capitalized terms used but not defined herein shall have the meanings given to such term in that certain Revolving Loan, Term Loan and Security Agreement, dated as of December 23, 2020, among Borrower, Albireo Holdings, Inc. a Delaware limited liability company, the guarantors from time to time party thereto, the financial institutions party to the Loan Agreement from time to time as lenders (collectively, “Lenders”), and Wilmington Trust, National Association, as agent for the Lenders (as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”).

WHEREAS each Grantor is the owner and user of the applicable registered trademarks and/or trademark applications filed with the United States Patent and Trademark Office listed on the attached Schedule A as owned and used by such Grantor (collectively, the “Trademarks”);

WHEREAS the Grantors, any additional guarantors from time to time party thereto (the “Guarantors”; the Guarantors, together with Borrower and any other borrower from time to time party thereto, the “Obligors”), Lenders, and the Agent are parties to the Loan Agreement, pursuant to which each Grantor has granted to the Agent, for the benefit of the Secured Parties a security interest in, among other things, the Trademarks;

WHEREAS the parties to the Loan Agreement contemplate and intend that, if an Event of Default shall occur and be continuing, the Agent shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Loan Agreement in connection with all of the Grantors’ respective right, title and interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

Each Grantor hereby reconfirms the terms of the Loan Agreement. Each Grantor further hereby pledges and mortgages to the Agent, and grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the Grantors’ respective right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Grantors’ respective rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the “Trademark Collateral”).

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by each Grantor pursuant hereto secures the payment of all Obligations now or hereafter existing under or in respect of the Loan Agreement and the other Loan Documents.

Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Loan Agreement, and the Grantors and the Agent each hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

This 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 agreement.

[Signature Page to Follow]

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

GRANTORS:

ALBIREO ENERGY, LLC

DocuSigned by:
By: Brian Rassel
Name: Brian Rassel
Title: Vice President

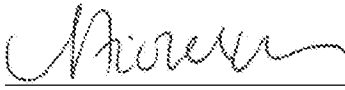
ELECTRONIC CONTROL SYSTEMS, LLC

DocuSigned by:
By: Brian Rassel
Name: Brian Rassel
Title: Vice President

[Signature Page to Security Agreement (Trademarks)]

AGENT:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**

By: 

Name: Nicole Kroll

Title: Assistant Vice President

[Signature Page to Security Agreement (Trademarks)]

**TRADEMARK
REEL: 007144 FRAME: 0434**

SCHEDULE A

Registered Trademarks and Pending Applications:

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
ALBIREO ENERGY	U.S.A	85946722 / May 30, 2013	4657031 / December 16, 2014	Albireo Energy, LLC
BEYON-D	U.S.A	87177939 / September 21, 2016	N/A	Albireo Energy, LLC
ECS	U.S.A	77221085 / July 15, 2008	3465941 / July 15, 2008	Electronic Control Systems, LLC