

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654341

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atlantic Energy LLC		06/16/2021	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Tree Line Capital Partners, LLC, as Collateral Agent		
Street Address:	101 California Street		
Internal Address:	Suite 1700		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6213995	ATLANTIC ENERGY	
Registration Number:	6213994	ATLANTIC ENERGY	
Registration Number:	5913219	ATLANTIC ENERGY OF THINGS	
Registration Number:	5901812	AÉOT ATLANTIC ENERGY OF THINGS	
Registration Number:	5928849	POWER THE SMART WAY	
Registration Number:	5011781	ATLANTIC LED A GREEN ENERGY COMPANY	
Registration Number:	5016520	·RESPONSIBLY GREEN· ·CERTIFIED·	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4045723401		
Email:	ssheesley@kslaw.com		
Correspondent Name:	Steven Sheesley		
Address Line 1:	1180 Peachtree Street NE		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	22036.515019		

CH \$190.00 6213995

NAME OF SUBMITTER:	Steven Sheesley
SIGNATURE:	//Steven Sheesley//
DATE SIGNED:	06/16/2021
Total Attachments: 4 source=Atlantic Energy - Trademark Security Agreement (Execution Version)#page1.tif source=Atlantic Energy - Trademark Security Agreement (Execution Version)#page2.tif source=Atlantic Energy - Trademark Security Agreement (Execution Version)#page3.tif source=Atlantic Energy - Trademark Security Agreement (Execution Version)#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 16, 2021, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of TREE LINE CAPITAL PARTNERS, LLC (“*Tree Line*”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, GAINLINE ATLANTIC INTERMEDIATE INC., a Delaware corporation (“*Holdings*”), GAINLINE ATLANTIC ACQUISITION INC., a Delaware corporation (“*Intermediate Holdings*”), ATLANTIC ENERGY GROUP, LLC, a Delaware limited liability company (“*Atlantic Energy Group*”), ATLANTIC ENERGY LLC, a New York limited liability company (“*Atlantic Energy*”), ATLANTIC HOME AND BUSINESS, LLC, a Delaware limited liability company (“*Atlantic Home*”), ATLANTIC ENERGY MD, LLC, a Maryland limited liability company (“*Atlantic MD*”), ATLANTIC ENERGY MA LLC, a Massachusetts limited liability company (“*Atlantic MA*”), ATLANTIC LED, LLC, a New York limited liability company (“*Atlantic LED*”, and together with Atlantic Energy Group, Atlantic Energy, Atlantic Home, Atlantic MD and Atlantic MA, each, individually, a “*Borrower*” and collectively, the “*Borrowers*”), the subsidiaries of the Credit Parties that are Guarantors or become Guarantors thereunder, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”) and Tree Line, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”) and the Collateral Agent (the Collateral Agent together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”), have entered into a Credit Agreement dated as of June 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement dated as of June 16, 2021 in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), pursuant to which the 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 to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns and pledges to the Collateral Agent for the benefit of the Secured Parties, and

grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*");

- (a) the Trademarks referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and 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 Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by facsimile or other electronic means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.** In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

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

ATLANTIC ENERGY LLC, as Grantor

By: 

Name: Allan Weinstein

Title: President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Grantor	Serial Number	Registration Number	File	Status
Atlantic Energy LLC	88379649	6213995	ATLANTIC ENERGY (word)	Registered
Atlantic Energy LLC	88379639	6213994	ATLANTIC ENERGY (design)	Registered
Atlantic Energy LLC	88379838	5913219	ATLANTIC ENERGY OF THINGS (word)	Registered
Atlantic Energy LLC	88379827	5901812	AEOT ATLANTIC ENERGY OF THINGS (logo)	Registered
Atlantic Energy LLC	88380205	5928849	POWER THE SMART WAY	Registered
Atlantic Energy LLC	86824723	5011781	ATLANTIC LED A GREEN ENERGY COMPANY (& design)	Registered
Atlantic Energy LLC	86824851	5016520	RESPONSIBLY GREEN CERTIFIED (& design)	Registered

2. TRADEMARK APPLICATIONS

None