

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM680456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CleanChoice Energy, Inc.		10/12/2021	Corporation: MARYLAND
CleanChoice Energy Holdings Inc.		10/12/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WHITEHORSE CAPITAL MANAGEMENT, LLC, as Collateral Agent		
Street Address:	1450 Brickell Avenue, 31st Floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85498219	ETHICAL ELECTRIC	
Serial Number:	86156965	CLEAN ENERGY OPTION	
Serial Number:	87226320	CLEANCHOICE ENERGY	
Serial Number:	86754474	CLEANCHOICE ENERGY	
Serial Number:	90023071	CLEAN SKY	
Serial Number:	90394380	CLEANCHOICE ENERGY	
Serial Number:	90449327	C	
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:	3127018637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	P.O. BOX 2828		
Address Line 4:	CHICAGO, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	21684873		
NAME OF SUBMITTER:	William R. Siegel		

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SIGNATURE:	/william r siegel/
DATE SIGNED:	10/12/2021
Total Attachments: 5 source=12. Executed_WH_CleanChoice - Trademark Security Agreement (744242982_1)#page1.tif source=12. Executed_WH_CleanChoice - Trademark Security Agreement (744242982_1)#page2.tif source=12. Executed_WH_CleanChoice - Trademark Security Agreement (744242982_1)#page3.tif source=12. Executed_WH_CleanChoice - Trademark Security Agreement (744242982_1)#page4.tif source=12. Executed_WH_CleanChoice - Trademark Security Agreement (744242982_1)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of October 12, 2021 between CleanChoice Energy, Inc., a Maryland corporation (the "Borrower"), CleanChoice Energy Holdings Inc., a Delaware corporation ("Holdings" and, together with the Borrower, each individually, a "Grantor" and, collectively, the "Grantors"), and WHITEHORSE CAPITAL MANAGEMENT, LLC, in its capacity as collateral agent pursuant to the Credit Agreement referred to below (together with its successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of October 12, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the other Persons party thereto from time to time as Guarantors, WHITEHORSE CAPITAL MANAGEMENT, LLC, as the Arranger, the Administrative Agent and the Collateral Agent, and the financial institutions party thereto from time to time as Lenders, the Lenders are willing to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, as a condition precedent to the making of such financial accommodations, each Grantor is required to execute and deliver to the Collateral Agent that certain Security Agreement, dated as of October 12, 2021 (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to the Collateral Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants, mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of the Lender Group, a continuing security interest in and Lien on all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(i) any and all of such Grantor's trademarks listed on Schedule I hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements, dilutions or other violations thereof, (iv) the right to sue for past, present and future infringements, dilution or other violations thereof, (v) the goodwill of such Grantor's business symbolized by the foregoing and connected therewith and (vi) all of such Grantor's rights corresponding to the foregoing throughout the world; provided that the foregoing grant of security interest and Lien will not cover any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Borrower Parties, or any of them, to the Collateral Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Borrower Party.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures hereto delivered by Electronic Transmission shall be deemed an original signature hereto.

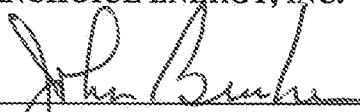
6. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

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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.

GRANTORS:

CLEANCHOICE ENERGY, INC.

By: 
Name: John Burke
Title: Chief Financial Officer

CLEANCHOICE ENERGY HOLDINGS, INC.

By: 
Name: John Burke
Title: Chief Financial Officer

**ACCEPTED AND
ACKNOWLEDGED BY:**

WHITEHORSE CAPITAL MANAGEMENT, LLC,
as the Collateral Agent


By: 

Name: Richard Siegel

Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Applications/Registrations

Grantor	Registration No.	Application No.	Trademark Title
CleanChoice Energy, Inc.	4,355,651	85/498,219	ETHICAL ELECTRIC
CleanChoice Energy, Inc.	4,806,410	86/156,965	CLEAN ENERGY OPTION
CleanChoice Energy Holdings, Inc.	5,227,048	87/226,320	CLEANCHOICE ENERGY
CleanChoice Energy Holdings, Inc.	5,794,792	86/754,474	CLEANCHOICE ENERGY
CleanChoice Energy, Inc.	6,256,152	90/023,071	CLEAN SKY
CleanChoice Energy, Inc.	--	90/394,380	
CleanChoice Energy, Inc.	--	90/449,327	