

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738150

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| SEQUENCE: | 3 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------|-----------------------------|----------------|-------------------------------------|
| CENSTAR ENERGY CORP | | 06/30/2022 | Corporation: NEW YORK |
| SPARK ENERGY, LLC | | 06/30/2022 | Limited Liability Company: TEXAS |
| PERIGEE ENERGY, LLC | | 06/30/2022 | Limited Liability Company: TEXAS |
| MAJOR ENERGY SERVICES LLC | | 06/30/2022 | Limited Liability Company: NEW YORK |
| RESPOND POWER LLC | | 06/30/2022 | Limited Liability Company: NEW YORK |
| VIA RENEWABLES, INC. | FORMERLY SPARK ENERGY, INC. | 06/30/2022 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | WOODFOREST BANK, NATIONAL ASSOCIATION |
| Street Address: | P.O. Box 7889 |
| City: | The Woodlands |
| State/Country: | TEXAS |
| Postal Code: | 77387 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|-----------------------------|----------|----------------------|
| Registration Number: | 3907816 | SPARK ENERGY |
| Registration Number: | 4105494 | |
| Registration Number: | 3952606 | SPARK ENERGY |
| Registration Number: | 3952605 | EMPOWER WHAT MATTERS |
| Serial Number: | 90785097 | VIA RENEWABLES |
| Serial Number: | 90785117 | VIA RENEWABLES |
| Serial Number: | 97474965 | VIA ENERGY SOLUTIONS |

CORRESPONDENCE DATA

Fax Number: 7045032622

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.

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: | 27657.615035 |
| NAME OF SUBMITTER: | Moira Sheehan |
| SIGNATURE: | /s/ Moira Sheehan |
| DATE SIGNED: | 06/30/2022 |

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated June 30, 2022, is made by CENSTAR ENERGY CORP, a New York corporation, SPARK ENERGY, LLC, a Texas limited liability company, PERIGEE ENERGY, LLC, a Texas limited liability company, MAJOR ENERGY SERVICES LLC, a New York limited liability company, RESPOND POWER LLC, a New York limited liability company, and VIA RENEWABLES, INC. (fka SPARK ENERGY, INC.), a Delaware corporation (jointly, severally and together, the “Grantors”, and each individually, a “Grantor”), in favor of WOODFOREST BANK, NATIONAL ASSOCIATION, as administrative agent for the Secured Parties (in such capacity, together with any successors and permitted assigns, “Agent”). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Security Agreement (as hereinafter defined).

WHEREAS, each Grantor is the applicant or registrant for the trademarks set forth opposite its name and listed on the annexed Schedule 1 hereto, which trademarks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, each Grantor has entered into that certain Security Agreement dated as of June 30, 2022 among the grantors signatory thereto and Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, to secure the prompt and complete payment, performance and observance of all of the Obligations, each Grantor has granted, assigned, conveyed, mortgaged, pledged, hypothecated and transferred to Agent for the ratable benefit of the Secured Parties, a Lien upon all of its right, title and interest in, to and under the Trademarks and all other trademarks, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (the “Collateral”);

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Security Agreement, as collateral security for the prompt and complete payment, performance and observance of all of the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent for the ratable benefit of the Secured Parties, a Lien upon the Collateral.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. In the event any of the provisions of this Agreement conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND THIS AGREEMENT, AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL BE GOVERNED BY, THE LAW OF THE STATE OF TEXAS, OTHER THAN THOSE CONFLICT OF LAW PROVISIONS THAT WOULD DEFER TO THE SUBSTANTIVE LAWS OF ANOTHER JURISDICTION.

EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT SHALL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, IN ANY WAY RELATING TO THIS

AGREEMENT OR THE TRANSACTIONS RELATING HERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF TEXAS SITTING IN MONTGOMERY COUNTY, TEXAS, AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF TEXAS, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION, OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE OF TEXAS COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT AGENT OR ANY SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT IN THE COURTS OF ANY JURISDICTION.

THIS AGREEMENT, THE SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

Each Grantor authorizes the Secured Parties to record this Agreement with the United States Patent and Trademark Office.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor and the Agent have executed this Agreement as of the date first above written.

GRANTOR:

**CENSTAR ENERGY CORP
SPARK ENERGY, LLC
PERIGEE ENERGY, LLC
MAJOR ENERGY SERVICES LLC
RESPOND POWER LLC
VIA RENEWABLES, INC.**

By: *Mike Barajas*
Name: Mike Barajas
Title: Chief Financial Officer

**WOODFOREST BANK, NATIONAL
ASSOCIATION**, a national banking association,
as Agent

By: _____



Name: Andy Gaines

Title: Senior Vice President

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

Trademarks

| Owner | Trademark | Type | Serial Number | Registration Number | Status |
|---------------------------|----------------------|---------------|---------------|---------------------|---|
| Spark Energy, LLC | SPARK ENERGY | Word Mark | 85/056,800 | 3,907,816 | Registered |
| Spark Energy, LLC | | Design | 85/374,111 | 4,105,494 | Registered |
| Spark Energy, LLC | EMPOWER WHAT MATTERS | Word Mark | 85/056,812 | 3,952,605 | Registered |
| Major Energy Services LLC | | Word & Design | N/A | N/A | Unregistered |
| Respond Power LLC | | Word & Design | N/A | N/A | Unregistered |
| Spark Energy, Inc. | VIA RENEWABLES | Word Mark | 90785097 | N/A | Published for Opposition May 24, 2022. On May 27, 2022, |

| Owner | Trademark | Type | Serial Number | Registration Number | Status |
|---------------------------|----------------------|-----------|---------------|---------------------|---|
| Spark Energy, Inc. | VIA RENEWABLES | Word Mark | 90785117 | N/A | Published for Opposition May 24, 2022. On May 27, 2022, Via Transportation, Inc. filed a 30-day Request to Extend Time to Oppose. |
| Via Energy Solutions, LLC | VIA ENERGY SOLUTIONS | Word Mark | 97474965 | N/A | Application filed June 24, 2022 |