

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777010

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clean Energy		12/22/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Riverstone Credit Management LLC, as Collateral Agent		
Street Address:	712 Fifth Avenue		
Internal Address:	36TH FLOOR		
City:	New York		
State/Country:	UNITED STATES		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2915382	CLEAN ENERGY	
Registration Number:	2978690	NORTH AMERICA'S LEADER IN CLEAN TRANSPOR	
Registration Number:	3030084	CLEAN ENERGY	
Registration Number:	4164785	H80	
Registration Number:	4224816	AMERICA'S NATURAL GAS HIGHWAY	
Registration Number:	4486481		
Registration Number:	4583065	NATURAL GAS FOR VEHICLES CLEAN ENERGY	
Registration Number:	4614895	REDEEM	
Registration Number:	4625905	REDEEM BY CLEAN ENERGY	
Registration Number:	4846902	NGV EASY BAY	
Registration Number:	4999691	CLEANCNG BY CLEAN ENERGY	
Registration Number:	5350986	REDEEM BY CLEAN ENERGY	
Registration Number:	5601591	CLEAN ENERGY CRYOGENICS	
Registration Number:	5745740	CLEAN ENERGY	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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>			

CH \$365.00 2915382

Phone: 2124552592
Email: jmull@stblaw.com
Correspondent Name: Courtney Welshimer
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 002165/0041

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 12/28/2022

Total Attachments: 5

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**GRANT OF A SECURITY INTEREST IN
TRADEMARKS**

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of December 22, 2022, by Clean Energy, a California corporation (the "Grantor"), in favor of Riverstone Credit Management LLC, as collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent") for the Secured Parties (as defined in the Collateral Agreement referred to below).

W I T N E S S E T H:

WHEREAS, Clean Energy, a California corporation (the "Borrower") has entered into that certain Senior Secured First Lien Term Loan Credit Agreement dated as of December 22, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Clean Energy Fuels Corp., a Delaware corporation (the "Parent"), the Lenders from time to time party thereto, Riverstone Credit Management LLC, as Administrative Agent and Collateral Agent, and the other parties from time to time party thereto, pursuant to which the Lenders severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, the Borrower, Parent and certain of their subsidiaries, including the Grantor, entered into that Guarantee and Collateral Agreement, dated as of December 22, 2022 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Collateral Agreement"), in favor of Collateral Agent;

WHEREAS, pursuant to the Collateral Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest of the Grantor in and to certain collateral, including all Trademarks (as defined in the Collateral Agreement), together with, among other things, the goodwill associated therewith, including all applications and registrations thereof, together with all Proceeds thereof, all rights to sue at law or in equity for any infringement or other impairment thereof, and all damages resulting therefrom (collectively, but excluding any Excluded Assets, the "Trademark Collateral"), as security for the prompt and complete payment and performance when due of the Secured Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Trademark Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges, collaterally assigns and transfers to the Collateral Agent, and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, all Trademark Collateral, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest and whether now existing or hereafter coming into existence, including, without limitation, the Trademarks listed on Schedule A attached hereto, as security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include any Excluded Assets.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement or the Credit Agreement, as applicable.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall govern.

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

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

Upon the occurrence of Payment in Full, the Liens and security interests of the Collateral Agent in the Trademark Collateral granted hereby shall be automatically released and the Collateral Agent, at the written request and sole expense of the Grantor, will promptly deliver any documents necessary, or reasonably requested by the Grantor in writing, to evidence the release, reassignment and transfer of the Trademark Collateral to the Grantor.

[Remainder of page intentionally left blank]

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

CLEAN ENERGY

By: DocuSigned by:

C81447E37604476
Name: Robert M. Vreeland
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007933 FRAME: 0099

ACKNOWLEDGED AND AGREED:

RIVERSTONE CREDIT MANAGEMENT LLC, as
Collateral Agent

By: Riverstone Equity Partners LP, its sole member
By: Riverstone Holdings LLC, its general partner

By: 
Name: Daniel Flannery
Title: Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

<u>Owner</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Reg. No.</u>
Clean Energy	CLEAN ENERGY	78236918	2,915,382
Clean Energy	NORTH AMERICA'S LEADER IN CLEAN TRANSPORTATION	78236912	2,978,690
Clean Energy	CLEAN ENERGY	78236927	3,030,084
Clean Energy	H80	76682915	4,164,785
Clean Energy	AMERICA'S NATURAL GAS HIGHWAY	85536190	4,224,816
Clean Energy	Design Only	85676586	4,486,481
Clean Energy	NATURAL GAS FOR VEHICLES CLEAN ENERGY	86036815	4,583,065
Clean Energy	REDEEM	86018585	4,614,895
Clean Energy	REDEEM BY CLEAN ENERGY	86019184	4,625,905
Clean Energy	NGV EASY BAY	86241291	4,846,902
Clean Energy	CLEANCNG BY CLEAN ENERGY	86627134	4,999,691
Clean Energy	REDEEM BY CLEAN ENERGY	86623558	5,350,986
Clean Energy	CLEAN ENERGY CRYOGENICS	86623619	5,601,591
Clean Energy	CLEAN ENERGY	86623595	5,745,740
Clean Energy	CLEAN ENERGY	1401713	TMA773870
Clean Energy	NGV EASY BAY	1699439	TMA937079
Clean Energy	REDEEM	1681415	TMA972269