

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM812122

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Suntuity Renewables LLC		05/18/2023	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	50 South Sixth Street, Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4211000	SUNTUITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142207716		
<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>			
<b>Phone:</b>	2146617347		
<b>Email:</b>	sspainhour@velaw.com		
<b>Correspondent Name:</b>	Shannon Spainhour		
<b>Address Line 1:</b>	2001 Ross Avenue, Suite 3900		
<b>Address Line 2:</b>	c/o Vinson & Elkins		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>NAME OF SUBMITTER:</b>	Shannon Spainhour		
<b>SIGNATURE:</b>	/Shannon Spainhour/		
<b>DATE SIGNED:</b>	05/22/2023		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of May 18, 2023 (this “**Agreement**”), is made by SUNTUIITY RENEWABLES LLC (the “**Assignor**”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as the collateral agent for the benefit of the Noteholders (in such capacity, the “**Assignee**”). Capitalized terms used but not defined herein shall have the respective meanings assigned thereto in that certain Security Agreement, dated as of May 18, 2023, between the Assignor, the other Grantors (as defined therein) party thereto and the Assignee (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, the Assignor is the applicant or registrant for the Trademark listed on **Schedule 1** hereto (the “**Assigned Trademark**”), which Assigned Trademark is registered or applied for in the United States Patent and Trademark Office; and

WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Secured Obligations, the Assignor has pledged and assigned to the Assignee, and granted to the Assignee, for the benefit of the Secured Parties, a continuing security interest in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

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

**Section 1. Grant of Security.** The Assignor hereby pledges and grants to the Assignee a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (collectively, the “**Trademark Collateral**”):

(a) the Assigned Trademarks, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof, excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

**Section 2.** Recordation. The Assignor hereby authorizes the Commissioner for Trademarks and any other relevant Governmental Authority to record and register this Agreement upon request by the Assignee.

**Section 3.** Note Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Assignee with respect to the Trademark Collateral are as provided by the Note, the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

**Section 4.** Authorization to Supplement. The Assignor hereby authorizes the Assignee unilaterally to modify this Agreement by amending **Schedule 1** to include any future Trademarks or Trademark Licenses of Assignor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule 1** shall in any way affect, invalidate or detract from the Assignee's continuing security interest in all Trademark Collateral, whether or not listed on **Schedule 1** attached hereto.

**Section 5.** Execution and Delivery. The words "execution," "signed," "signature," and words of similar import in this Agreement shall be deemed to include electronic or digital signatures or electronic records (including images of signatures exchanged by electronic transmission), each of which shall be of the same effect, validity, and enforceability as manually executed signatures or a paper-based record-keeping system, as the case may be, to the extent and as provided for under applicable Law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 U.S.C. §§ 7001 to 7031), the Uniform Electronic Transactions Act (UETA), or any state law based on the UETA.

**Section 6.** Successors and Assigns. This Agreement shall be binding on the Assignor and its successors and assigns and shall inure to the benefit of the Assignee and its successors and assigns.

**Section 7.** Modifications. This Agreement or any provision hereof may not be amended, restated, waived, terminated or otherwise modified except in accordance with the amendment provisions of the Security Agreement.

**Section 8.** GOVERNING LAW. THIS AGREEMENT, AND ANY CLAIM, CONTROVERSY, DISPUTE, OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF, OR RELATING TO THIS AGREEMENT, AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK OR OF ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

**Section 9.** Concerning The Assignee. The Assignee is acting solely in its capacity as "Agent" under and as defined in the Note and "Collateral Agent" under the Security Agreement.

In acting hereunder, the Assignee shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Agent under the Note and the Collateral Agent under the Security Agreement, as if such rights, privileges, immunities and indemnities were set forth herein.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed as of the date first above written by its duly authorized officer.

**SUNTUITY RENEWABLES LLC**

By: Shadaan Javan  
Name: Shadaan Javan  
Title: Chief Executive Officer

**Exhibit A to  
Trademark Security Agreement**

<b>Trademark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
SUNTUITY	N/A	May 15, 2011	4211000	September 18, 2012

EXHIBIT A