

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM814863

<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>
VIA ENERGY SOLUTIONS, LLC.		06/02/2023	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WOODFOREST BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	P.O. Box 7889		
<b>City:</b>	The Woodlands		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77387		
<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>Serial Number:</b>	97474965	VIA ENERGY SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	4043955131		
<b>Email:</b>	ckoerner@kslaw.com		
<b>Correspondent Name:</b>	Christopher Koerner		
<b>Address Line 1:</b>	1180 Peachtree Street ,NE		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Christopher Koerner		
<b>SIGNATURE:</b>	/Christopher A. Koerner/		
<b>DATE SIGNED:</b>	06/02/2023		
<b>Total Attachments: 6</b>			
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## SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of this June 2, 2023 by VIA ENERGY SOLUTIONS, LLC, a Texas limited liability company (“Grantor”), in favor of WOODFOREST BANK, NATIONAL ASSOCIATION, in its capacity 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, Grantor is the applicant for the trademark set forth opposite its name and listed on the annexed Schedule 1 hereto, which trademark is applied for in the United States Patent and Trademark Office (the “Trademark”)

WHEREAS, Grantor, Censtar Energy Corp., a New York corporation (“Censtar”), Spark Energy LLC, a Texas limited liability company (“Spark Energy”), Perigree Energy, LLC, a Texas limited liability company (“Perigree”), Major Energy Services LLC, a New York limited liability company (“Major Energy”), Respond Power LLC, a New York limited liability company (“Respond Power”), and Via Renewables, Inc. (fka Spark Energy, Inc.), a Delaware corporation (“Via Renewables” and together with Grantor, Censtar, Spark Energy, Perigree, Major Energy and Respond Power, each a “Security Agreement Grantor” and collectively, the “Security Agreement Grantors”) and certain other affiliates of Grantor entered into that certain Security Agreement dated as of June 30, 2022 among the grantors signatories 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 Security Agreement 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 Trademark 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 Security Agreement Grantor, and regardless of where located (the “Collateral”);

WHEREAS, pursuant to the Security Agreement, each of Censtar, Spark Energy, Perigree, Major Energy, Respond Power and Via Renewables and Agent are party to that certain Trademark Security Agreement dated as of June 30, 2022 (the “Trademark Security Agreement”); and

WHEREAS, notwithstanding that the Trademark is included in the Collateral, due to a scrivener’s error, Grantor was not a signatory to the Trademark Security Agreement and desires to correct that by supplementing the Trademark Security Agreement as set forth herein; and

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

1. Incorporation of Trademark Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby is granted to Agent pursuant to the terms of the Security Agreement and the Trademark Security Agreement and is expressly subject to the terms and conditions thereof, which are incorporated by reference herein as if fully set forth herein. With the exception of the addition of Grantor to the Trademark Security Agreement, to the extent there is any inconsistency between this Agreement and the Trademark Security Agreement, the Trademark Security Agreement shall control. In the event any of the provisions of this Agreement conflict with the Security Agreement, the provisions of the Security Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. Effective on and as of June 30, 2022, 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, 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, including without limitation, the Trademark. 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.

3. GOVERNING LAW.

(a) **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.**

(b) **GRANTOR 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 GRANTOR 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. GRANTOR 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.**

4. Section Titles. The Section titles contained in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.


**5. NOTICE OF FINAL AGREEMENT. THIS AGREEMENT, THE TRADEMARK SECURITY 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.**

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

VIA ENERGY SOLUTIONS, LLC

By: Via Renewables, Inc., its sole member

By: 

Name: Mike Barajas

Title: Chief Financial Officer

Signature Page to Supplemental Trademark Security Agreement

**TRADEMARK**  
**REEL: 008091 FRAME: 0206**

Agreed and Accepted  
As of the Date First Written Above

WOODFOREST BANK, NATIONAL  
ASSOCIATION,  
as Agent



By \_\_\_\_\_  
Name: Andy Gaines  
Title: Senior Vice President

Signature Page to Supplemental Trademark Security Agreement

**Schedule 1**

Owner	Mark	Type	Serial Number	Registration Number	Status
Via Energy Solutions, LLC	VIA ENERGY SOLUTIONS	Word Mark	97474965	N/A	Application Filed June 24, 2022

Schedule 1

#101363654v2

**RECORDED: 06/02/2023**

**TRADEMARK  
REEL: 008091 FRAME: 0208**