

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822746

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENERGY SYSTEMS GROUP, LLC		07/07/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	120 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6108394	ESG ENERGY SYSTEMS GROUP	
Registration Number:	6053878	ESG	
Registration Number:	5130591	ENERGY SYSTEMS GROUP	
Registration Number:	5188986	ESG ENERGY SYSTEMS GROUP	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<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:	312-460-5000		
Email:	slott@seyfarth.com		
Correspondent Name:	Stephen D. Lott		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 8000		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	058550-000251		
NAME OF SUBMITTER:	Stephen D. Lott		
SIGNATURE:	/Stephen D. Lott/		
DATE SIGNED:	07/07/2023		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of July 7, 2023, is by ENERGY SYSTEMS GROUP, LLC, a Delaware limited liability company (the “Grantor”), in favor of CIBC BANK USA, in its capacity as administrative agent for the Lenders (in such capacity, the “Administrative Agent”).

RECITALS

A. The Grantor, ESG INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“Parent Guarantor”), ESG HOLDINGS GROUP, LLC, a Delaware limited liability company (“Buyer Holdco”), MOUNTAIN HOME ENERGY CENTER, LLC, an Indiana limited liability company (“Mountain Home”) and WTE-WAKKER, LLC, a Wisconsin limited liability company (“Wakker”), have entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and certain of its affiliates.

B. The Grantor, Parent Guarantor, Buyer Holdco, Mountain Home and Wakker have entered into that certain Guaranty and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”; capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed thereto in the Credit Agreement or the Guaranty and Collateral Agreement, as applicable), with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. As a condition to the closing of the transactions referenced in the Credit Agreement, the Grantor is required to enter into this Agreement in favor of the Administrative Agent.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks, and Trademark Licenses (except to the extent constituting Excluded Collateral), and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (except to the extent constituting Excluded Collateral), whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

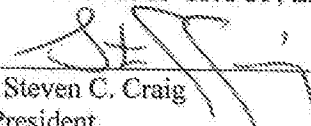
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used herein but not defined herein shall have the respective meaning ascribed thereto in the Guaranty and Collateral Agreement.

[SIGNATURE PAGE FOLLOWS]

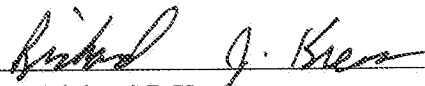
The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

ENERGY SYSTEMS GROUP, LLC

By: 
Name: Steven C. Craig
Title: President

ACKNOWLEDGED:

CIBC BANK USA
as Administrative Agent

By:  _____

Name: Richard J. Kross

Title: Managing Director

[Signature Page to Trademark Security Agreement - ESG]

TRADEMARK
REEL: 008127 FRAME: 0079

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark/Trade Names Owned By Energy Systems Group, LLC

U.S. Trademark Registrations

Mark	Reg. Date	Reg. No.
ESG ENERGY SYSTEMS GROUP	July 21, 2020	6108394
ESG	May 12, 2020	6053878
ENERGY SYSTEMS GROUP	January 24, 2017	5130591
ESG ENERGY SYSTEMS GROUP	April 25, 2017	5188986

U.S. Trademark Applications

None.

State Trademark Registrations

None.

Non-U.S. Trademark Registrations

None.

Non-U.S. Trademark Applications

None.

Common Law Trademarks

None.