

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM849881

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tortoise Capital Advisors, L.L.C.		10/27/2023	Limited Liability Company: DELAWARE
Tortoise Index Solutions, LLC		10/27/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB, as Administrative Agent		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Bank: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4406584	...STEADY WINS	
Registration Number:	4406585	T	
Registration Number:	5654072	TORTOISE GLOBAL WATER ESG INDEX	
Registration Number:	3913099	TORTOISE MLP INDEX	
Registration Number:	5315479	TORTOISE WATER INDEX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2159354 TM 1		

OP \$140.00 4406584

NAME OF SUBMITTER:	Karen Cottrell
SIGNATURE:	/Karen Cottrell/
DATE SIGNED:	10/31/2023
Total Attachments: 5 source=TSA for Filing#page2.tif source=TSA for Filing#page3.tif source=TSA for Filing#page4.tif source=TSA for Filing#page5.tif source=TSA for Filing#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 27, 2023, is made by Tortoise Capital Advisors, L.L.C. and Tortoise Index Solutions, LLC (each a “Grantor”) in favor of Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the benefit of itself and the Lenders (as defined in the Credit Agreement (defined below)).

WITNESSETH:

WHEREAS, TortoiseEcofin Borrower LLC (the “Borrower”), TortoiseEcofin Parent Holdco LLC (“Holdings”), the Subsidiary Guarantors party thereto from time to time, the Administrative Agent and the lenders party thereto from time to time (collectively, the “Lenders”) and, together with the Administrative Agent, the “Secured Parties”), have entered into that certain Credit and Guarantee Agreement, dated as of October 27, 2023 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, as a condition to the extension of credit by the Lenders to the Grantors under the Credit Agreement, each Grantor has agreed, pursuant to a Security Agreement of even date herewith (the “Security Agreement”), to grant to the Administrative Agent (for the benefit of itself and the Lenders) a security interest in, and lien on, all of the Trademark Collateral (defined below); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver this Trademark Security Agreement for purposes of recording such security interest with the United States Patent and Trademark Office;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent for its benefit and for the benefit of the other Secured Parties, a Lien on and a first priority security interest (subject to Liens permitted under the Section 8.02 of the Credit Agreement) in and to all of the right, title and interest of such Grantor in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those listed on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent-to-use" application for registration of a Trademark (as defined in the Security Agreement) filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees 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 Security Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 5. Counterparts. This Trademark Security 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.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York (without regard to conflicts of laws principles).

[SIGNATURE PAGES FOLLOW]

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

TORTOISE CAPITAL ADVISORS, L.L.C.,
a Delaware limited liability company,
as Grantor

By: 
Name: H. Kevin Birzer
Title: Authorized Officer

TORTOISE INDEX SOLUTIONS, LLC,
a Delaware limited liability company,
as Grantor

By: 
Name: H. Kevin Birzer
Title: Authorized Officer

ACCEPTED AND AGREED
as of the date first written above:

WILMINGTON SAVINGS FUND SOCIETY, FSB
as Administrative Agent

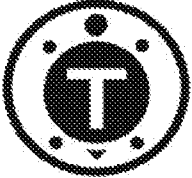
By: Patrick J. Healy
Name: Patrick J. Healy
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008253 FRAME: 0440

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. *All trademark and service mark registrations and applications below owned by Tortoise Capital Advisors, L.L.C.

Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date
...STEADY WINS	U.S.	85848852	2/13/2013	4406584	9/24/2013
T and Design 	U.S.	85848858	2/13/2013	4406585	9/24/2013

2. *All trademark and service mark registrations and applications below owned by Tortoise Index Solutions, LLC

Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date
TORTOISE GLOBAL WATER ESG INDEX	U.S.	87915636	5/10/2018	5654072	1/15/2019
TORTOISE MLP INDEX	U.S.	77958749	3/15/2010	3913099	2/01/2011
TORTOISE WATER INDEX	U.S.	87354433	3/01/2017	5315479	10/24/2017