

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM860778

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clean Energy		12/12/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Stonepeak CLNE-L Holdings LP		
Street Address:	55 Hudson Yards, 550 West 34th Street		
Internal Address:	48th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 10			
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:	4486481		
Registration Number:	4583065	NATURAL GAS FOR VEHICLES CLEAN ENERGY	
Registration Number:	4614895	REDEEM	
Registration Number:	4625905	REDEEM BY CLEAN ENERGY	
Serial Number:	86241291	NGV EASY BAY	
Serial Number:	86623619	CLEAN ENERGY CRYOGENICS	
Registration Number:	5745740	CLEAN ENERGY	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2146617347		
Email:	sspainhour@velaw.com		
Correspondent Name:	Shannon Spainhour		
Address Line 1:	2001 Ross Avenue, Suite 3900		
Address Line 2:	c/o Vinson & Elkins		

OP \$265.00 2915382

Address Line 4:	Dallas, TEXAS 75201
NAME OF SUBMITTER:	Shannon Spainhour
SIGNATURE:	/Shannon Spainhour/
DATE SIGNED:	12/13/2023
Total Attachments: 5 source=Stonepeak - Trademark Security Agreement (December 2023) [Executed] #page1.tif source=Stonepeak - Trademark Security Agreement (December 2023) [Executed] #page2.tif source=Stonepeak - Trademark Security Agreement (December 2023) [Executed] #page3.tif source=Stonepeak - Trademark Security Agreement (December 2023) [Executed] #page4.tif source=Stonepeak - Trademark Security Agreement (December 2023) [Executed] #page5.tif	

GRANT OF A SECURITY INTEREST IN TRADEMARKS

This Trademark Security Agreement (this “**Trademark Security Agreement**”) is made as of December 12, 2023, by Clean Energy, a California corporation (the “**Grantor**”), in favor of Stonepeak CLNE-L Holdings LP, 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 E T H:

WHEREAS, the Grantor has entered into that certain Senior Secured First Lien Term Loan Credit Agreement dated as of December 12, 2023 (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, Stonepeak CLNE-L Holdings LP, 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 Grantor 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 Grantor under the Credit Agreement, the Grantor, Parent and certain of their subsidiaries entered into that Guarantee and Collateral Agreement, dated as of December 12, 2023 (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 Security 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 Security Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall govern.

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

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

[Signature Page to Trademark Security Agreement -- Clean Energy]

TRADEMARK
REEL: 008287 FRAME: 0054

ACKNOWLEDGED AND AGREED:

STONEPEAK CLNE-L HOLDINGS LP,
as Collateral Agent

By: Stonepeak Opportunities Fund Associates
LP, its general partner

By: Stonepeak Opportunities Fund GP Investors
LP, its general partner

By: Stonepeak GP Investors Holdings LP,
its general partner

By: Stonepeak GP Investors Upper Holdings LP,
its general partner

By: Stonepeak GP Investors Holdings Manager
LLC, its general partner

By: 
Name: Michael Bricker
Title: Senior Managing Director

[Signature Page Trademark Agreement – Clean Energy]

TRADEMARK
REEL: 008287 FRAME: 0055

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

<u>Grantor</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	[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	CLEAN ENERGY CRYOGENICS	86623619	5,601,591
Clean Energy	CLEAN ENERGY	86623595	5,745,740