

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI119060

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clean Energy		03/22/2024	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	Alter Domus Products Corp.		
Street Address:	225 West Washington St., 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	78236918	CLEAN ENERGY	
Serial Number:	78236912	NORTH AMERICA'S LEADER IN CLEAN TRANSPORTATION	
Serial Number:	78236927	CLEAN ENERGY	
Serial Number:	85676586		
Serial Number:	86036815	NATURAL GAS FOR VEHICLES CLEAN ENERGY	
Serial Number:	86018585	REDEEM	
Serial Number:	86019184	REDEEM BY CLEAN ENERGY	
Serial Number:	86241291	NGV EASY BAY	
Serial Number:	86623619	CLEAN ENERGY CRYOGENICS	
Serial Number:	86623595	CLEAN ENERGY	
CORRESPONDENCE DATA			
Fax Number:	2146617347		
<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		
Address Line 4:	Dallas, TEXAS 75201		

OP \$265.00.00 78236918

NAME OF SUBMITTER:	Shannon Spainhour
SIGNATURE:	Shannon Spainhour
DATE SIGNED:	03/25/2024
Total Attachments: 7 source=Stonepeak - Clean Energy - Assignment and Amendment and Restatement of Grant of Security Interests in Trademarks #page1.tif source=Stonepeak - Clean Energy - Assignment and Amendment and Restatement of Grant of Security Interests in Trademarks #page2.tif source=Stonepeak - Clean Energy - Assignment and Amendment and Restatement of Grant of Security Interests in Trademarks #page3.tif source=Stonepeak - Clean Energy - Assignment and Amendment and Restatement of Grant of Security Interests in Trademarks #page4.tif source=Stonepeak - Clean Energy - Assignment and Amendment and Restatement of Grant of Security Interests in Trademarks #page5.tif source=Stonepeak - Clean Energy - Assignment and Amendment and Restatement of Grant of Security Interests in Trademarks #page6.tif source=Stonepeak - Clean Energy - Assignment and Amendment and Restatement of Grant of Security Interests in Trademarks #page7.tif	

ASSIGNMENT AND AMENDMENT AND RESTATEMENT OF GRANT OF A
SECURITY INTEREST IN TRADEMARKS

This Assignment and Amendment and Restatement of Trademark Security Agreement (this "Trademark Security Agreement") is made as of March 22, 2024, by Clean Energy, a California corporation (the "Grantor"), and Stonepeak CLNE-L Holdings LP, as resigning collateral agent (in such capacity, the "Predecessor Collateral Agent") for the Secured Parties (as defined in the Collateral Agreement referred to below, the "Secured Parties") in favor of Alter Domus Products Corp., as successor collateral agent for the Secured Parties (in such capacity, together with its successors and assigns, the "Successor Collateral Agent").

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, the 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, the Predecessor Collateral Agent, the Successor Collateral Agent, the Grantor and certain affiliates of the Grantor have entered into that certain Successor Agent Agreement and First Amendment to Senior Secured First Lien Term Loan Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Successor Agent Agreement") pursuant to which, among other things, (i) the Predecessor Collateral Agent has resigned as Collateral Agent and the Successor Collateral Agent has been appointed as Collateral Agent and (ii) the Predecessor Collateral Agent has assigned each of the Liens and security interests granted to the Predecessor Collateral Agent under the Collateral Agreement and the other Security Documents to the Successor 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);

WHEREAS, to further evidence the Collateral Agent's security interest in the Trademark Collateral, the Grantor executed and delivered to the Predecessor Collateral Agent that certain Trademark Security Agreement, dated as of December 12, 2023 (the "Existing Trademark Security Agreement");

WHEREAS, the Grantors, the Predecessor Collateral Agent and the Successor Collateral Agent now desire to enter into this Trademark Security Agreement to (i) further evidence the assignment of the security interest in the Trademark Collateral by the Predecessor Collateral Agent to the Successor Collateral Agent and (ii) amend and restate the Existing Trademark Security 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:

(a) The Predecessor Collateral Agent hereby assigns to the Successor Collateral Agent on an as-is basis and without recourse and without any representation or warranty of any nature, each of the Liens and security interests granted to the Predecessor Collateral Agent in its capacity as Collateral Agent under the Existing Trademark Security Agreement for its benefit and the benefit of the Secured Parties, together with any claims, awards, and judgments, if any, in favor of the Predecessor Collateral Agent in its capacity as Collateral Agent under the Existing Trademark Security Agreement, and the Successor Collateral Agent, in its capacity as Collateral Agent under this Trademark Security Agreement, hereby assumes all such Liens and security interests, for its benefit and for the benefit of the Secured Parties.

(b) 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.

This Trademark Security Agreement is an amendment and restatement of the Existing Trademark Security Agreement and, except as noted hereafter, supersedes the Existing Trademark Security Agreement in its entirety; provided, however, that (a) the execution and delivery of this Trademark Security Agreement shall not effect a novation of the Existing Trademark Security Agreement but shall be, to the fullest extent applicable, in modification, renewal, confirmation, and extension of such Existing Trademark Security Agreement and (b) the Liens, security interests,

and other interests in the collateral covered by the Existing Trademark Security Agreement (hereinafter, the "Original Collateral") granted under the Existing Trademark Security Agreement are and shall remain legal, valid, binding, and enforceable with regard to such Original Collateral. Each Grantor hereby acknowledges and confirms the continuing existence and effectiveness of such liens, security interests, and other interests in the Original Collateral granted under the Existing Trademark Security Agreement, and further agrees that the execution and delivery of this Trademark Security Agreement shall not in any way release, diminish, impair, reduce, or otherwise affect such liens, security interests, and/or other interests in the Original Collateral granted under the Existing Trademark Security Agreement. Notwithstanding the foregoing, in the event that any Liens or security interests granted by the Existing Trademark Security Agreement have been terminated, have lapsed, or have otherwise been invalidated other than in accordance with the terms of the Loan Documents, then this Trademark Security Agreement shall be a new grant of a Lien and security interest in accordance with the terms and provisions provided herein.

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 A&R Trademark Security Agreement – Clean Energy]

ACKNOWLEDGED AND AGREED:

STONEPEAK CLNE-L HOLDINGS LP,
as Predecessor 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 to A&R Trademark Security Agreement – Clean Energy]

TRADEMARK
REEL: 008379 FRAME: 0382

ACKNOWLEDGED AND AGREED:

ALTER DOMUS PRODUCTS CORP.,
as Successor Collateral Agent

By: Matthew Trybula
Name: Matthew Trybula
Title: Associate Counsel

[Signature Page to A&R Trademark Security Agreement – Clean Energy]

TRADEMARK
REEL: 008379 FRAME: 0383

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