

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elevate Holdco Funding, LLC		03/27/2013	LIMITED LIABILITY COMPANY: UNITED STATES
RECEIVING PARTY DATA			
Name:	Sumitomo Mitsui Banking Corporation		
Street Address:	277 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10172		
Entity Type:	CORPORATION: JAPAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85061754	PAPALOTE CREEK WIND FARM	
Serial Number:	85061911	STONY CREEK WIND FARM	
CORRESPONDENCE DATA			
Fax Number:	6467108049		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-408-5113		
Email:	trademarks@chadbourne.com, gkirman@chadbourne.com		
Correspondent Name:	Galina Kirman, Esq.		
Address Line 1:	Chadbourne & Parke LLP		
Address Line 2:	30 Rockefeller Plaza, 33rd Floor		
Address Line 4:	New York, NEW YORK 10112		
ATTORNEY DOCKET NUMBER:	21547.002		
NAME OF SUBMITTER:	Galina Kirman		

Signature:	/Galina Kirman/
Date:	03/27/2013
Total Attachments: 5 source=Elevate -- Trademark Security Agreement -- Executed#page1.tif source=Elevate -- Trademark Security Agreement -- Executed#page2.tif source=Elevate -- Trademark Security Agreement -- Executed#page3.tif source=Elevate -- Trademark Security Agreement -- Executed#page4.tif source=Elevate -- Trademark Security Agreement -- Executed#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of March 27, 2013 (as amended, restated or otherwise modified, this "Trademark Security Agreement"), is entered into by and between:

- A. ELEVATE HOLDCO FUNDING, LLC ("Grantor") and
- B. SUMITOMO MITSUI BANKING CORPORATION, in its capacity as Collateral Agent for the Secured Parties (together with successors and assigns in such capacity, "Collateral Agent").

W I T N E S S E T H:

WHEREAS, Grantor is party to a Note Purchase Agreement dated as of March 27, 2013, by and among Grantor, Stony Creek WF Holdco, LLC, a Delaware limited liability company, Stony Creek Wind Farm, LLC, a Delaware limited liability company, Papalote Creek I, LLC, a Delaware limited liability company, Papalote Creek II, LLC, a Delaware limited liability company, the Noteholders from time to time party thereto and Collateral Agent, as collateral agent for the Secured Parties (as defined therein) and as administrative agent for the Secured Parties (as defined therein), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

WHEREAS, E.ON Climate and Renewables North America, LLC ("EC&R NA") conveyed, transferred and assigned to Grantor, and Grantor accepted, all of EC&R NA's right, title and interest in and to the Trademark Collateral (as defined below) pursuant to that certain Trademark Assignment Agreement, dated as of March 25, 2013 by EC&R NA in favor of Grantor.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained to induce the Purchasers to purchase the Notes under the Note Purchase Agreement and the LC Issuers to issue the Letters of Credit under the LC Reimbursement Agreement, Grantor hereby agrees with Collateral Agent, as follows:

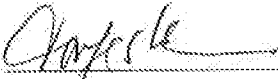
- 1. Defined Terms. Unless otherwise defined herein, terms defined in the Note Purchase Agreement and used herein have the meaning given to them in the Note Purchase Agreement.
- 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including the registrations and applications referred to on Schedule I hereto (collectively, "Trademarks");

- (b) any and all agreements providing for the granting of any right in or to Trademarks (whether Grantor is licensee or licensor thereunder) including those Trademarks referred to on Schedule I hereto (collectively, "Trademark Licenses");
 - (c) all extensions or renewals of the foregoing;
 - (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;
 - (e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and
 - (f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.
3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.
4. Applicable Law. This Trademark Security Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York excluding choice of law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.
5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic delivery shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ELEVATE HOLDCO FUNDING, LLC

By: 
Name: _____
Title: **Tom Festle**
CFO & Secretary

Trademark Security Agreement

TRADEMARK
REEL: 004991 FRAME: 0807

SUMITOMO MITSUI BANKING
CORPORATION,
as Collateral Agent

By: 

Name: Hirofumi Otsuka
Title: Managing Director

Trademark Security Agreement

TRADEMARK
REEL: 004991 FRAME: 0808

SCHEDULE I
 Trademark Registrations and Applications

MARK	JU'DN	APP'N NO.	APP'N DATE	REG'N NO.	REG'N DATE	OWNER
PAPALOTE CREEK WIND FARM	USA	85061754	6/14/2010	3942414 (Supplemental Register)	4/5/2011	Elevate Holdco Funding, LLC
STONY CREEK WIND FARM	USA	85061911	6/14/2010	3942421 (Supplemental Register)	4/5/2011	Elevate Holdco Funding, LLC