

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310291

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INERTECH IP, LLC		07/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JABIL CIRCUIT, INC.		
Street Address:	10560 Dr. Martin Luther King, Jr. Street North		
City:	St. Petersburg		
State/Country:	FLORIDA		
Postal Code:	33716		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4191199	ECOMB	
Registration Number:	4191198	EHIVE	
Registration Number:	4519043	ENEST	
Registration Number:	4238621	E-OPTI-TRAX	
Registration Number:	4238601	INERTECH	
Registration Number:	4285625	INERTECH	
CORRESPONDENCE DATA			
Fax Number:	617-523-68		
	<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com, leuan.Mahony@hklaw.com		
Correspondent Name:	HOLLAND & KNIGHT LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	07/10/2014		
Total Attachments: 7			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 10, 2014, is made by and between **ALIGNED ENERGY, LLC**, a Delaware limited liability company ("Aligned Energy"), **INERTECH IP, LLC**, a Delaware limited liability company ("Inertech IP"), **KARBON ENGINEERING, LLC**, a Delaware limited liability company ("Karbon Engineering"), and **ENERGY METRICS, LLC**, a Delaware limited liability company ("Energy Metrics") (each individually a "Debtor" and collectively the "Debtors"), and **JABIL CIRCUIT, INC.**, a Delaware corporation (the "Lender").

The Debtors, Inertech LLC, a Delaware limited liability company ("Inertech"), and Energy Metrics Canada ULC, a Nova Scotia company with unlimited liability ("Energy Metrics Canada") (each individually a "Borrower" and collectively the "Borrowers") and the Lender are parties to a Credit Agreement dated as of July 10, 2014 (as amended, modified, renewed or extended from time to time, the "Credit Agreement").

The Debtors and the Lender are also parties to a Security Agreement dated as of July 10, 2014 (the "Security Agreement") pursuant to which the Debtors granted a security interest to Lender in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

Accordingly, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

(a) "Trademarks" means all trademarks, service marks, trade dress, logos, slogans, trade names, and other source identifiers, together with all translations, adaptations, derivations, and combinations thereof, whether registered or unregistered (as the case may be).

(b) "Trademark Rights" means: (a) all rights in Trademarks; (b) all goodwill associated such Trademarks; and (c) and all applications, registrations, and renewals in connection with such Trademarks.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the payment and performance of the Secured Obligations, each Debtor hereby grants to the Lender a security interest in all of such Debtor's right, title and interest in, to and under the following, wherever located and whether now existing or owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks; and
- (b) all of its Trademark Rights, including those referred to on Schedule I;
- (c) all products and Proceeds of the foregoing, including all rights to sue for

past, present or future infringement thereof, all rights arising therefrom and pertaining thereto.

3. CERTAIN LIMITED EXCLUSIONS. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark 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, to the extent, if any, that, and 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.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Each Debtor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the Security Agreement and this Trademark Security Agreement, the Security Agreement shall control.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Debtors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

DEBTORS:

ALIGNED ENERGY, LLC

By: _____

Name: Jakob Carnemark

Title: Chief Executive Officer

INERTECH IP LLC

By: _____

Name: Earl Keisling

Title: Sole Manager

KARBON ENGINEERING, LLC

By: _____

Name: Earl Keisling

Title: Sole Manager

ENERGY METRICS, LLC

By: _____

Name: Earl Keisling

Title: Sole Manager

[Signature Page to Trademark Security Agreement]


IN WITNESS WHEREOF, the Debtors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

DEBTORS:

ALIGNED ENERGY, LLC

By: _____
Name: Jakob Carnemark
Title: Chief Executive Officer


INERTECH IP LLC

By:  _____
Name: Earl Keisling
Title: Sole Manager

KARBON ENGINEERING, LLC

By:  _____
Name: Earl Keisling
Title: Sole Manager

ENERGY METRICS, LLC

By:  _____
Name: Earl Keisling
Title: Sole Manager

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

JABIL CIRCUIT, INC.

By: Joseph D. McGee
Name: Joseph McGee
Title: Executive VP Strategic Planning &
Dev.

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Title	Application Number/Registration Number	Jurisdiction	Filing Date	Issue Date	Status
ECOMB	4,191,199	United States	7/13/2010	8/14/2012	Registered
EHIVE	4,191,198	United States	7/13/2010	8/14/2012	Registered
ENEST	4,519,043	United States	3/13/2013	4/22/2014	Registered
E-OPTI-TRAX	4,238,621	United States	6/28/2011	11/6/2012	Registered
INERTECH	4,238,601	United States	6/17/2011	11/6/2012	Registered
INERTECH (LOGO)	4,285,625	United States	6/5/2012	2/5/2013	Registered