

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APR ENERGY, LLC		08/15/2014	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	555 California Street, 4th Floor		
Internal Address:	CA5-705-04-09		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4330688	APR ENERGY	
Registration Number:	4145502	APR ENERGY	
Registration Number:	3654109	APR ENERGY	
Registration Number:	4534470	APR ENERGY	
Registration Number:	3735181	POWERING YOUR PROGRESS	
Registration Number:	4337442	POWERING YOUR PROGRESS	
CORRESPONDENCE DATA			
Fax Number:	2068394301		
<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:	206.839.4433		
Email:	DADAMS@ORRICK.COM		
Correspondent Name:	ORRICK C/O DYLAN O. ADAMS		
Address Line 1:	701 5th Avenue		
Address Line 2:	Suite 5600		
Address Line 4:	SEATTLE, WASHINGTON 98104-7097		
ATTORNEY DOCKET NUMBER:	43002.28		
NAME OF SUBMITTER:	Dylan O. Adams		

CH \$165.00 4330688

SIGNATURE:	/DYLAN O. ADAMS/
DATE SIGNED:	08/15/2014
Total Attachments: 7 source=SecurityAgreementTrademark#page1.tif source=SecurityAgreementTrademark#page2.tif source=SecurityAgreementTrademark#page3.tif source=SecurityAgreementTrademark#page4.tif source=SecurityAgreementTrademark#page5.tif source=SecurityAgreementTrademark#page6.tif source=SecurityAgreementTrademark#page7.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 15, 2014 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by the entity identified as a grantor on the signature pages hereto (the "Grantor") in favor of BANK OF AMERICA, N.A., as Administrative Agent for the Secured Parties (in such capacity together with its successors and permitted assigns, the "Administrative Agent").

WHEREAS, the Grantor is party to an Amended and Restated Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Grantor and the other grantors party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. The Grantor, as security for the payment and performance in full of the Secured Obligations of the Grantor (including, if the Grantor is a Guarantor, the Secured Obligations of the Grantor arising under the Guaranty Agreement), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office ("USPTO"), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor and all goodwill connected with the use thereof and symbolized thereby,

- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 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, and acceptance by the USPTO, 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. COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms 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 Collateral 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 Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. TERMINATION

This 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 (other than contingent indemnity obligations not yet due). Upon the termination of this Agreement, the Administrative Agent shall, at the expense of the Grantor, execute all documents, make all filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON,

ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

[Remainder of page intentionally left blank]

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

APR ENERGY, LLC, as Grantor

By: _____

Name: Benjamin See

Title: Treasurer

Acknowledged and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Stephanie Pendleton
Title: Senior Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

US Registered Trademarks:

All trademarks are held by APR Energy, LLC.

Trademark Name	Class	Filing Date	App. No.	Registration Number	Registration Date	Goods
APR ENERGY	07 Int., 37 Int., 39 Int., 40 Int.	4/25/2012	85/607888	4330688	5/7/2013	Power generation equipment, namely, mobile electric generators, engines and motors for the generation of electricity and electric power Installation and maintenance of power generation equipment Utility services, namely, generation and transmission of electricity and electric power; fastrack capacity power and electricity services, namely, providing standby electricity and electric power Rental of power generation equipment; generation of electricity and electric power
APR ENERGY	07 Int., 37 Int., 40 Int.	6/7/2011	85/339643	4145502	5/22/2012	Rapidly deployable turnkey power generation equipment, namely, engines and motors for the generation of electricity and power generators Installation and maintenance of rapidly deployable turnkey power generation equipment Rental of rapidly deployable turnkey power generation equipment
APR ENERGY (and Design)	07 Int., 37 Int., 40 Int.	12/19/2008	77/636838	3654109	7/14/2009	Rapidly deployable turnkey power generation equipment, namely, engines and motors for the generation of electricity and power generators Installation and maintenance of rapidly deployable turnkey power generation equipment Rental of rapidly deployable turnkey power generation equipment
APR ENERGY AND DESIGN	07 Int., 37 Int., 39 Int., 40 Int.	1/29/2013	85/834917	4534470	5/20/2014	Power generation equipment, namely, mobile electric generators, engines and motors for the generation of electricity and electric power Installation and maintenance of power generation equipment Utility services, namely, transmission of electricity and electric power; fast-track capacity power and electricity services, namely, providing standby electricity and electric power Rental of power generation equipment; generation of electricity and electric power

Trademark Name	Class	Filing Date	App. No.	Registration Number	Registration Date	Goods
POWERING YOUR PROGRESS	37 Int., 39 Int., 40 Int.	2/19/2009	77/673496	3735181	1/5/2010	Installation and maintenance of rapidly deployable turnkey power generation equipment Utility services, namely, transmission of electricity Generation of electricity
POWERING YOUR PROGRESS	07 Int., 37 Int., 39 Int., 40 Int.	4/25/2012	85/607875	4337442	5/21/2013	Power generation equipment, including engines and motors for the generation of electricity and power Installation and maintenance of power generation equipment Utility services, namely, transmission of electricity and power; fast-track capacity power and electricity services, namely, providing standby electricity and electric power Rental of power generation equipment; generation of electricity and electric power