

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351079

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CALPINE CONTAINERS, INC.		08/10/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A., as Agent		
Street Address:	One Court Square, 18th Floor		
City:	Long Island		
State/Country:	NEW YORK		
Postal Code:	11120		
Entity Type:	a national association: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3488033	CALPINE SINCE 1895	
Registration Number:	3483923	CALPINE SINCE 1895	
Registration Number:	0847796	CALPINE CONTAINERS SINCE 1895	
Registration Number:	0841442	CALPINE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademark@buchalter.com		
Correspondent Name:	Lisa Levinson C/O BUCHALTER NEMER		
Address Line 1:	1000 Wilshire Blvd., Suite 1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017-2457		
ATTORNEY DOCKET NUMBER:	C3866-0003		
NAME OF SUBMITTER:	Lisa Levinson		
SIGNATURE:	/ll/		
DATE SIGNED:	08/11/2015		
Total Attachments: 5			
source=Security Agreement (Trademarks)#page1.tif			
source=Security Agreement (Trademarks)#page2.tif			

CH \$115.00 3488033

source=Security Agreement (Trademarks)#page3.tif
source=Security Agreement (Trademarks)#page4.tif
source=Security Agreement (Trademarks)#page5.tif

SECURITY AGREEMENT (TRADEMARKS)

THIS SECURITY AGREEMENT (TRADEMARKS) (the "Agreement"), dated as of August 10, 2015, made by the undersigned, CALPINE CONTAINERS, INC., a California corporation (the "Grantor"), to and in favor of CITIBANK, N.A., a national banking association ("Citibank"), pursuant to that certain Loan and Security Agreement, dated of even date herewith (as amended, modified, supplemented or extended from time to time, the "Loan Agreement"), by and among the Grantor (identified as the "Borrower" therein and together with each Person who thereafter becomes party thereto as a borrower, collectively, the "Borrowers"), each of the financial institutions identified as a "Lender" on Annex A attached thereto (together with each of its respective successors and assigns, each a "Lender" and, collectively, the "Lenders") and Citibank, acting not individually but as agent on behalf of, and for the benefit of, the Lenders and all other Secured Parties (Citibank, when acting in such agency capacity, the "Agent"). Capitalized terms used herein, but not expressly defined herein, shall have the meanings given to such terms in the Loan Agreement.

WITNESSETH:

RECITALS.

- A. The Grantor owns certain trademarks which are registered in, or applications for registration which have been filed in, the United States Patent and Trademark Office, and rights under certain Trademark Licenses, all as more fully described on Schedule I attached hereto and by reference made part hereof; and
- B. The Lenders propose to make certain loans to the Grantor pursuant to the Loan Agreement; and
- C. Pursuant to the Loan Agreement, the Grantor has granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in the property described as Collateral therein, including, without limitation, all of the Grantor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Grantor now has or hereafter acquires rights and wherever located, all as security for all of the Obligations; and
- D. As a condition precedent to the extension of such financial accommodations pursuant to the Loan Agreement and in furtherance of the Loan Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Agent has required that the Grantor grant to the Agent, for the ratable benefit of the Secured Parties, a security interest in the Property (as herein defined).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademarks" means all of the following: (i) all trademarks, trade names, corporate names, Grantor names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof; including, without limitation, those listed on Schedule I attached hereto together with all the rights, benefits

and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Obligations, the Grantor hereby grants and conveys a security interest to the Agent, for the ratable benefit of the Secured Parties, in all of its right, title and interest in, to and under the following (collectively, the "Property"):
 - (a) each Trademark now or hereafter owned by the Grantor or in which the Grantor now has or hereafter acquires rights and wherever located and the goodwill of the business of the Grantor relating thereto or represented thereby, including, without limitation, each Trademark referred to in Schedule I hereto; and
 - (b) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the assignment set forth above shall not be effective as a transfer of title to the Property unless and until the Agent exercises the rights and remedies accorded to it under the Loan Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, and until such time the Grantor shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, granting licenses thereof in the ordinary course of business and enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Grantor's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property.

3. The Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of the Grantor with respect to the Property and the rights and remedies of the Agent with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. This Agreement shall terminate upon termination of the Loan Agreement. At any time and from time to time prior to such termination, the Agent may terminate its security interest in or reconvey to the Grantor any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Grantor, the Agent shall, at the expense of the Grantor, execute and deliver to the Grantor all deeds, assignments and other instruments as may be necessary or proper in the reasonable judgment of the Grantor in order to evidence such termination, subject to any disposition of the Property which may have been made by the Agent pursuant hereto or pursuant to the Loan Agreement.
5. If at any time before the termination of this Agreement in accordance with Section 4, the Grantor shall obtain or acquire rights to any new Trademark, the provisions of Section 2 shall automatically apply thereto and the Grantor shall comply with the terms of the Loan Agreement with respect to such new Trademark. The Grantor authorizes the Agent to modify this Agreement by amending Schedule 1 to include any future Trademarks covered by Section 2 or by this Section 5.
6. The Grantor further agrees that (a) the Agent shall not have any obligation or responsibility to protect or defend the Property and the Grantor shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Loan Agreement, (b) the Grantor shall forthwith advise the Agent promptly in writing upon detection of infringements of any of the Property being used in the Grantor's business and (c) if the Grantor fails to comply with the requirements of the preceding clause (a), the Agent may do so in the Grantor's name or in its own name, but in any case at the Grantor's


expense, and the Grantor hereby agrees to reimburse the Agent for all expenses, including reasonable attorneys' fees, incurred by the Agent in protecting, defending and maintaining the Property.

7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.
8. The Grantor waives notice of acceptance of this Agreement by the Agent.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor hereto has caused this Agreement to be duly executed by its duly authorized officer as of the date first above written.

CALPINE CONTAINERS, INC.,
a California corporation

By: 
Name: Kenneth A. Sommers
Title: Chief Financial Officer and
Vice President

SCHEDULE I

REGISTERED U.S. TRADEMARKS

Owner	Trademark	Serial No./ Reg. No.	File Date/ Reg. Date
Calpine Containers, Inc.	CALPINE SINCE 1895	3488033	8/19/08
Calpine Containers, Inc.	CALPINE SINCE 1895	3483923	8/12/08
Calpine Containers, Inc.	CALPINE CONTAINERS SINCE 1895	0847796	4/23/68
Calpine Containers, Inc.	CALPINE	0841442	1/2/68

PENDING U.S. TRADEMARK APPLICATIONS

None.