

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387965

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
eNow, Inc.		03/11/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A.		
Street Address:	One Citizens Plaza, Mail Stop RC-0435		
City:	Providence		
State/Country:	RHODE ISLAND		
Postal Code:	02903		
Entity Type:	National Banking Association: RHODE ISLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4623532	ENOW	
Registration Number:	4623533	ENOW ENERGY SOLUTIONS FOR TRANSPORTATION	
Serial Number:	86082637	ECHARGE	
CORRESPONDENCE DATA			
Fax Number:	4012734447		
<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:	401-273-4446		
Email:	drj@barjos.com		
Correspondent Name:	BARLOW, JOSEPHS & HOLMES, LTD.		
Address Line 1:	101 DYER STREET, 5th floor		
Address Line 4:	Providence, RHODE ISLAND 02903		
NAME OF SUBMITTER:	David Josephs		
SIGNATURE:	/david r. josephs/		
DATE SIGNED:	06/15/2016		
Total Attachments: 8			
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AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Agreement"), dated as of March 11, 2016, is made by eNow, Inc., a Delaware corporation ("Debtor") in favor of Citizens Bank, N.A. f/k/a RBS Citizens, N.A., a national banking association existing under the laws of the State of Rhode Island (the "Secured Party").

WITNESSETH:

WHEREAS, on March 26, 2013, Debtor executed and delivered to the Secured Party a Promissory Note ("Note") made payable to the order of the Secured Party evidencing an indebtedness of One Million and 00/100 Dollars (\$1,000,000.00) (the "Loan");

WHEREAS, the Loan is referred to in a Loan Agreement (the "Loan Agreement") dated March 26, 2013 executed and delivered by Debtor to the Secured Party, as amended by, among others, that certain letter agreement dated February 6, 2014, as further amended by that certain Modification Agreement dated August 13, 2015 and that certain Second Modification Agreement dated March 11, 2016;

WHEREAS, the Loan is secured by, among other things, a Security Agreement dated March 26, 2013 ("Security Agreement") between Debtor and the Secured Party, which includes a Trademark Security Agreement, dated March 26, 2013 ("Trademark Security Agreement");

WHEREAS, the Debtor has obtained rights to new trademarks and has provided the Secured Party with notice thereof;

WHEREAS, in accordance with Section 6 of the Trademark Security Agreement, the Debtor authorizes the Secured Party to modify the Trademark Security Agreement by amending Schedule A thereof to include Debtor's new trademark rights and the Secured Party wishes to amend Schedule A accordingly in accordance therewith.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt whereof is hereby acknowledged, it is hereby agreed by and among the Debtor and the Secured Party as follows:

1. The Debtor hereby ratifies, confirms and approves its obligations under the Trademark Security Agreement, and each of the loan documents executed in connection therewith, as modified by the terms set forth herein (collectively, the "Loan Documents").
2. The Loan Documents shall remain in full force and effect.
3. The Debtor hereby amends Schedule A by substituting the Amended Schedule A attached hereto in its place. Amended Schedule A is a true and correct list of all of the existing Collateral consisting of U.S. trademark registrations or applications owned by Debtor, in whole or in part.

4. The Debtor hereby agrees to make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Secured Party to carry out the intent and purposes of this Agreement and the Trademark Security Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement and the Trademark Security Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO, at the expense of Debtor.

5. Representations, Warranties, Covenants and Reaffirmations.

a. All representations, warranties, and covenants of the Debtor in the Loan Documents are hereby represented and restated except to the extent modified by this Agreement, and are true, accurate, and complete as of the date of this Agreement.

b. The execution and delivery by the Debtor of this Agreement and all other documents executed in connection herewith, and the performance and terms and conditions hereof and thereof by the Debtor, have been duly authorized by all requisite action and create the valid and binding obligations of the Debtor enforceable in accordance with their respective terms.

6. No Default.

Neither the execution, delivery, and performance of this Agreement by the Debtor, nor the execution, delivery, and performance, by the Debtor or any other party of any and all documents, instruments and agreements required by the Secured Party (1) will violate any provision of (a) the law, (b) any order of any court or other governmental authority, (c) the organizational by laws of Debtor, or (d) any indenture, agreement or other instrument to which the Debtor is a party, or by which Debtor is bound; or (2) by in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement, or other instrument, or other encumbrance of any nature whatsoever upon any of the property or asset of the Debtor.

7. Release.

The Debtor hereby releases, remises, acquits and forever discharges the Secured Party and its respective employees, agents, representatives, consultants, attorneys, fiduciaries, servants, officers, directors, partners, predecessors, successors and assigns, subsidiary corporations parent corporations and related corporate divisions (all of the foregoing hereinafter called the "Released Parties") from any and all actions and causes of action, judgments, executions, suits, debts, claims, demands, liabilities, recoupment, obligations, damages and expenses (singly, a "Claim" and collectively, "Claims") of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, arising from the beginning of the world to the date of the Agreement, for or because of any manner or things done, omitted or suffered to be done by any of the Released Parties prior to and including the date of execution

hereof, including without limitation, any Claim or Claims in any way directly or indirectly arising out of or in any way connected to this Agreement, and/or the Loan Documents including further, but not limited to, Claims relating to any settlement negotiations (all of the foregoing hereinafter called the "Released Matters"). The Debtor represents and warrants that it has not transferred, assigned or otherwise conveyed any right, title or interest in any Released Matters to any other person or entity and that the foregoing constitutes a full and complete release of all Released Matters.

8. Miscellaneous.

i. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island without resort to that state's conflict of laws rules.

ii. This Agreement shall be binding upon and inure to the benefit of all parties hereto and their respective successors and assigns.

iii. Debtor does hereby certify that there presently exist no defenses or offsets to the enforcement of the Note or other Loan Documents by the Secured Party.

iv. The Secured Party shall not be deemed to have waived or amended any of the Secured Party's rights hereunder, unless such waiver or amendment is in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any such rights shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to a waiver of any right or remedy on any future occasion.

v. The Debtor hereby agrees to execute such other and further documents and instruments as the Secured Party may from time to time request to implement the provisions of this Agreement and to perfect and to protect the liens and security interests created by the Loan Documents, or to effect the purposes of this Agreement.

vi. This Agreement, together with the Loan Documents, and the documents, instruments and agreements executed in connection with the Loan Documents and this Agreement constitute the entire Agreement and understanding among the parties relating to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements and understandings related to such subject matter. In entering into this Agreement, the Debtor acknowledges that it is not relying on any statement, representation, warranty, covenant or agreement of any kind made by the Secured Party or any employee or agent of the Secured Party, except for the agreements of the Secured Party as set forth herein.

vii. In the event any term or provisions of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application or such term or provision to the persons, entities or circumstances other than those to which it is held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to

the persons, entities or circumstances other than those to which it is held invalid or unenforceable, shall be valid and enforceable to the fullest extent permitted by law.

viii. This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same Agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

ix. No amendment, modification, rescission, waiver or release of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto.

x. The failure to pay, perform or observe any of the covenants, conditions or agreements set forth in this Agreement shall be deemed an Event of Default under each of the Loan Documents.

xi. The captions to this Agreement are for convenience and reference only and do not define, limit or describe the scope of the provisions hereof.

xii. The Debtor represents and warrants that it has had the opportunity to obtain the advice of counsel with respect to this Agreement.

xiii. WAIVER OF JURY TRIAL. THE DEBTOR AND SECURED PARTY MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OF THE SECURED PARTY RELATING TO ADMINISTRATION OF THE LOAN OR ENFORCEMENT OF THE LOAN DOCUMENTS, AND AGREE THAT NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, THE DEBTOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. THE DEBTOR CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE SECURED PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE SECURED PARTY WOULD NOT IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE SECURED PARTY TO ENTER INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above, under seal.

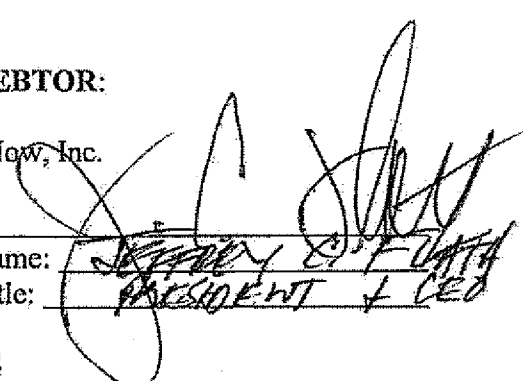
SECURED PARTY:

Citizens Bank, N.A.

By: _____
Name: _____
Title: _____

DEBTOR:

eNow, Inc.

By: 
Name: JEFFREY C. FLATH
Title: PRESIDENT & CEO

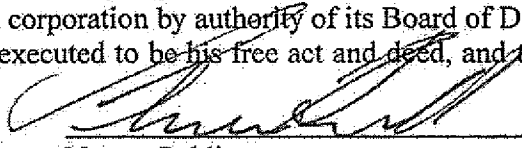
COMMONWEALTH OF MASSACHUSETTS
COUNTY OF _____

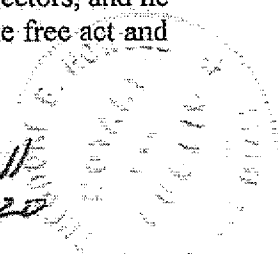
On this ___ day of March, 2016, before me personally appeared _____ of Citizens Secured Party, N.A. to me known personally, and known by me to be the person executing the foregoing instrument, and she acknowledged said instrument by her executed to be her free act and deed in said capacity and the free act and deed of Citizens Secured Party, N.A.

Notary Public
Name: _____
My commission expires: _____

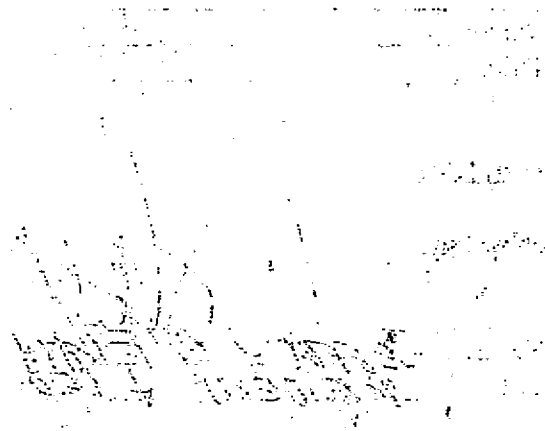
STATE OF RHODE ISLAND
COUNTY OF Kent

On this 11th day of March, 2016, before me personally appeared Jeffrey C. Flath of eNow, Inc. to me known personally, and who, being by me duly sworn, deposes and says that he is the President of eNow, Inc., and that the foregoing instrument for and on behalf of eNow, Inc. was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument by him executed to be his free act and deed, and the free act and deed of eNow, Inc.


Notary Public
Name: Theodore B. Howell
My commission expires: 4/30/2020



THE UNITED STATES PATENT AND TRADEMARK OFFICE



NO. 1,000,000

THE UNITED STATES PATENT AND TRADEMARK OFFICE

1934



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above, under seal.

SECURED PARTY:

Citizens Bank, N.A.

By: *Alexandra Dufrene*
Name: ALEXANDRA DUFRENE
Title: RELATIONSHIP MANAGER


DEBTOR:

eNow, Inc.

By: _____
Name: _____
Title: _____

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Suffolk

On this 10th day of March, 2016, before me personally appeared Alexandra Dufrene of Citizens Secured Party, N.A. to me known personally, and known by me to be the person executing the foregoing instrument, and she acknowledged said instrument by her executed to be her free act and deed in said capacity and the free act and deed of Citizens Secured Party, N.A.

Katandra Olowu
Notary Public
Name: KATANDRA OLOWU
My commission expires: My Commission Expires April 3, 2020
 **Notary Public**
Commonwealth of Massachusetts

STATE OF RHODE ISLAND
COUNTY OF _____

On this ___ day of March, 2016, before me personally appeared Jeffrey C. Flath of eNow, Inc. to me known personally, and who, being by me duly sworn, deposes and says that he is the President of eNow, Inc., and that the foregoing instrument for and on behalf of eNow, Inc. was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument by him executed to be his free act and deed, and the free act and deed of eNow, Inc.

Notary Public
Name: _____
My commission expires: _____

AMENDED SCHEDULE A

TO THE TRADEMARK SECURITY AGREEMENT

DEBTOR: eNow, Inc.

U.S. Trademarks of Debtor:

Registration No.	Registered Owner	Mark	Serial No.
4623533	eNow, Inc.	ENOW ENERGY SOLUTIONS FOR TRANSPORTATION logo	86065366
4623532	eNow, Inc.	ENOW	86065357

U.S. Trademark Applications of Debtor:

Registration No.	Registered Owner	Mark	Serial No.
(still pending)	eNow, Inc.	ECHARGE	86082637