

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404182

| | | | |
|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Eligo Energy, LLC | | 10/31/2016 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | EDF Energy Services, LLC | | |
| Street Address: | 4700 W Sam Houston Parkway N, Suite 250 | | |
| Internal Address: | Attention: General Counsel | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77041 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| Name: | EDF Trading North America, LLC | | |
| Street Address: | 4700 W Sam Houston Parkway N, Suite 250 | | |
| Internal Address: | Attention: General Counsel | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77041 | | |
| Entity Type: | Limited Liability Company: TEXAS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4730150 | ELIGOENERGY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2816531454 | | |
| <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: | 281-781-0333 | | |
| Email: | Gerald.Nemec@edftrading.com | | |
| Correspondent Name: | EDF Trading North America, LLC | | |
| Address Line 1: | 4700 W. Sam Houston Parkway N, Suite 250 | | |
| Address Line 2: | Attention: Gerald Nemec | | |
| Address Line 4: | Houston, TEXAS 77041 | | |

OP \$40.00 4730150

| | |
|--|-------------|
| NAME OF SUBMITTER: | Kim Cagle |
| SIGNATURE: | /Kim Cagle/ |
| DATE SIGNED: | 11/02/2016 |
| Total Attachments: 5 source=Collateral Assignment of Trademarks (executed)#page1.tif source=Collateral Assignment of Trademarks (executed)#page2.tif source=Collateral Assignment of Trademarks (executed)#page3.tif source=Collateral Assignment of Trademarks (executed)#page4.tif source=Collateral Assignment of Trademarks (executed)#page5.tif | |

COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of October 31, 2016 (this “Agreement”), between Eligo Energy, LLC (together with its successors and assigns, the “Assignor”) and EDF Energy Services, LLC and EDF Trading North America, LLC, as secured party (together with their respective successors and assigns in such capacity, collectively the “Secured Party”):

RECITALS:

(1) This Agreement is made pursuant to that certain Energy Services Agreement, dated as of October 31, 2016, by and among Eligo Energy, LLC, a Delaware limited liability company, EDF Energy Services, LLC, a Delaware limited liability company, and EDF Trading North America, LLC, a Texas limited liability company (as amended, supplemented, or otherwise modified from time to time, the “Facility Agreement”).

(2) In connection with the Facility Agreement, the Assignor is a party to that certain Security Agreement, dated as of October 31, 2016, between the Assignor, the other grantors party thereto and the Secured Party (as amended, supplemented, or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Assignor has granted to the Secured Party a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Secured Party as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Secured Party a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other Governmental Authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other Governmental Authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Secured Party shall keep all such information, knowledge, records or data strictly confidential in accordance with the Facility Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Secured Party primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

*[Remainder of this page intentionally left blank.
Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ELIGO ENERGY, LLC

By: Alex Goldstein

Name: Alexander Goldstein

Title: CEO

Accepted and acknowledged by:

EDF ENERGY SERVICES, LLC

By: _____

Name:

Title:

EDF TRADING NORTH AMERICA, LLC

By: _____

Name:

Title:

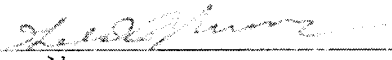
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ELIGO ENERGY, LLC

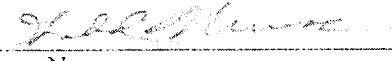
By: _____
Name:
Title:

Accepted and acknowledged by:

EDF ENERGY SERVICES, LLC

By: 
Name: **Gerald Nemec**
Title: **General Counsel**

EDF TRADING NORTH AMERICA, LLC

By: 
Name: **Gerald Nemec**
Title: **General Counsel**

Schedule A
to Collateral Assignment of
Trademarks

| <u>Assignor</u> | <u>Trademarks, Tradenames and Service Marks</u> | <u>Country</u> | <u>Status</u> | <u>Application No. and/or Registration No.</u> | <u>Application Filing Date and/or Registration Date</u> |
|----------------------|---|----------------|------------------------------|--|---|
| Eligo Energy, LLC | ELIGOENERGY | USA | Registered (service mark) | 4730150 | May 5, 2015 |