

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512366

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tara Energy, LLC		03/01/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	National Bank of Canada, as Agent		
Street Address:	155 Metcalfe Street		
Internal Address:	23rd Floor		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H3B 4S9		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3620404	SAVE & CARE	
Registration Number:	3001649	TARA ENERGY	
Registration Number:	4022479	SMART PREPAID ELECTRIC	
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:	devin.rodriques@clarivate.com		
Correspondent Name:	Gregory T. Pealer		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Gregory T. Pealer		
SIGNATURE:	/Devin Rodrigues/		
DATE SIGNED:	03/01/2019		
Total Attachments: 5			
source=JE Agency Succession#page1.tif			
source=JE Agency Succession#page2.tif			

OP \$90.00 3620404

source=JE Agency Succession#page3.tif
source=JE Agency Succession#page4.tif
source=JE Agency Succession#page5.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Tara Energy, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Texas

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 1, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: National Bank of Canada, as Agent

Street Address: 1155 Metcalfe Street, 23rd Floor

City: Montreal

State: Quebec

Country: Canada Zip: H3B 4S9

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

None.

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gregory T. Pealer

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-2955

Docket Number: _____

Email Address: pealer@chapman.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: , for Chapman and Cutler LLP

March 1, 2019

Signature

Date

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK COLLATERAL AGREEMENT

This 1st day of March, 2019, TARA ENERGY, LLC, a Texas limited liability company (“Debtor”) with its principal place of business and mailing address at c/o Just Energy, 6345 Dixie Road, Suite 200, Mississauga, Ontario, Canada L5T 2E6, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to NATIONAL BANK OF CANADA, a Canadian bank (“NBC”), with its mailing address at 1155 Metcalfe Street, 23rd Floor, Montreal, Quebec, Canada H3B 4S9, acting as collateral agent hereunder for the Secured Parties as defined in the Security Agreement referred to below, and its successors and assigns (NBC acting as such collateral agent and any successors or assigns) to NBC acting in such capacity being hereinafter referred to as the “Collateral Agent”), and grants to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in and to all of the right, title and interest of Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “Trademark Collateral”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Obligations of Debtor and the other Obligors as such terms are defined in and as set forth in that certain Amended and Restated General Security Agreement (by United States Obligors) dated as of October 31, 2005 between such Obligors and Canadian Imperial Bank of Commerce, in its capacity as collateral agent (such Amended and Restated General Security Agreement (by United States Obligors), as the same has been and may hereafter be amended, modified, restated, supplemented or assigned from time to time, including without limitation, that certain Collateral Agent Succession Agreement whereby Canadian Imperial Bank of Commerce resigned as collateral agent and the Secured Parties agreed to approve the appointment of National Bank of Canada as the successor Collateral Agent thereunder, being referred to herein collectively as the “Security Agreement”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Collateral Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as

such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-to-Use Applications"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Collateral Agent on such Intent-to-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Collateral Agent.


Debtor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Collateral Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

TARA ENERGY, LLC

By 
Name Jim Brown
Title Chief Financial Officer



**SCHEDULE A
To
TRADEMARK COLLATERAL AGREEMENT**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
SAVE & CARE	3620404	May 12, 2009
TARA ENERGY and Design	3001649	September 27, 2005
SMART PREPAID ELECTRIC and Design	4022479	September 6, 2011