

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM549132

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ATEL Capital Group		10/31/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank, as Agent		
<b>Street Address:</b>	39200 Six Mile Road		
<b>Internal Address:</b>	MC 7578		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	a Texas banking association: TEXAS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2356685	ATEL	
<b>Registration Number:</b>	2356684	ATEL	
<b>Registration Number:</b>	2356683	ATEL	
<b>Registration Number:</b>	2363765	ATEL	
<b>Registration Number:</b>	2356682	ATEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7349302494		
<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>			
<b>Phone:</b>	7349302488		
<b>Email:</b>	ipfilings@bodmanlaw.com		
<b>Correspondent Name:</b>	Susan M. Kornfield - Bodman PLC		
<b>Address Line 1:</b>	201 South Division		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>NAME OF SUBMITTER:</b>	SUSAN M. KORNFIELD		
<b>SIGNATURE:</b>	/susan m. kornfield/		
<b>DATE SIGNED:</b>	11/12/2019		
<b>Total Attachments: 6</b>			

OP \$140.00 2356685

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**TRADEMARK AGREEMENT  
(ATEL CAPITAL GROUP)**

THIS TRADEMARK AGREEMENT (this "Agreement"), dated as of October 31, 2019, between the undersigned ("Debtor") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to (a) that certain Second Amended and Restated Master Terms Agreement dated as of October 31, 2019 (as amended, restated, extended and replaced from time to time, the "Master Agreement") by and among the Debtor, the Fund Borrowers (as defined therein), ATEL Financial Services, LLC, a California limited liability company ("ATEL Financial"), Kalakane Capital, LLC, a Nevada limited liability company ("KKC"), ATEL Leasing Corporation, a California corporation ("ATEL Leasing"), individually and for purposes of the Institutional Leasing Sub Facility Agreement, in its capacity as owner-trustee of the ATEL Institutional Leasing Trust, ATEL Growth Capital, a California corporation doing business as ATEL Ventures ("ATEL Ventures"), individually and, for purposes of the Ventures Sub Facility Agreement, in its capacity as owner-trustee of the ATEL Ventures Trust (the Fund Borrowers, ATEL Capital, ATEL Financial, KKC, ATEL Leasing, ATEL Ventures and any other borrower party from time to time party thereto, each a "Borrower" and collectively the "Borrowers"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, and (b) each of the Sub Facility Agreements, as applicable (such Sub Facility Agreements and the Master Terms Agreement referred to collectively herein as the "Credit Agreements"), the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to make Loans to the Borrowers, individually, or jointly and/or severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreements, the Debtor and other parties thereto have executed and delivered one or more Security Documents in favor of the Secured Party (as amended or otherwise modified from time to time, collectively, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Loans under the Credit Agreements and one or more Sub Facility Agreements, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Lenders a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations (as defined in the Credit Agreements).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans (including the initial Loan) to the Borrowers pursuant to the Credit Agreements (including, without limitation, one or more Sub Facility Agreements), Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions.

(a) The following capitalized term shall have the following meaning:

**“Trademark Licenses”** shall mean all license agreements with any other Person in connection with any of the Trademarks or such other Person’s names or trademarks, whether Debtor is a licensor or a licensee under any such license agreement now existing or hereafter arising, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses.

(b) Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreements, as applicable.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Secured Obligations, Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of Debtor (the **“Trademark Collateral”**), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks (as defined below) or such other Person’s names or trademarks, whether Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on ***Schedule 1.1*** hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on ***Schedule 1.1*** attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (iii) all rights corresponding thereto and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (collectively, the “Trademarks”);

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Secured Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Secured Party shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreements and, at the time of such proposed release, both before and after giving effect thereto, no Potential Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreements, provided that the requisite Lenders under such Credit Agreements shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Paragraph 8(k)(1) of the Credit Agreements.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreements and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreements.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

ATEL CAPITAL GROUP, a California  
corporation



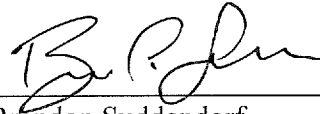
By: \_\_\_\_\_

Name: Paritosh K. Choksi

Title: Chief Operating Officer and Treasurer

SECURED PARTY:

COMERICA BANK, as Agent

By:   
Name: Brandon Suddendorf  
Its: Assistant Vice President

**SCHEDULE 1.1**

**TRADEMARK COLLATERAL**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
ATEL	75/527267	7/29/98	2,356,685	6/13/00
ATEL	75/527266	7/29/98	2,356,684	6/13/00
ATEL	75/527255	7/29/98	2,356,683	6/13/00
ATEL	75/527254	7/29/98	2,363,765	7/4/00
ATEL	75/527253	7/29/98	2,356,682	6/13/00