

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM803934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gamechange Solar Corp.		04/06/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	2700 Post Oak Boulevard, Suite 550		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5459499	GENIUS TRACKER	
Registration Number:	5984618	GAMECHANGE SOLAR	
Registration Number:	4686174	POUR-IN-PLACE	
Serial Number:	97425258	REPOWERING THE PLANET	
Serial Number:	90493874	DAVINCI TRACKER	
Serial Number:	90692883	WEATHERSMART	
Serial Number:	90692884	MAXSPAN	
Serial Number:	90692885	SMARTSTOW	
Serial Number:	90692887	POWERBOOST	
Serial Number:	90692888	TOPOSMART	
Serial Number:	90692889	THUNDERSMART	
Registration Number:	6926058	GAMECHANGE SOLAR	
Serial Number:	90693651	GAMECHANGE SOLAR	
Serial Number:	90865136	GRAB-TITE	
Serial Number:	97294634	MAXDENSITY	
CORRESPONDENCE DATA			
Fax Number:	2142207716		
<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>			

OP \$390.00 5459499

Phone: 2146617347
Email: sspainhour@velaw.com
Correspondent Name: Shannon Spainhour
Address Line 1: 2001 Ross Avenue, Suite 3900
Address Line 2: c/o Vinson & Elkins L.L.P.
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER: Shannon Spainhour

SIGNATURE: /Shannon Spainhour/

DATE SIGNED: 04/18/2023

Total Attachments: 7

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 6 day of April, 2023, by and among each of the parties listed as a “Grantor” on the signature pages hereto and those additional entities that hereafter become parties hereto (collectively, jointly and severally, “Grantors” and each, individually, a “Grantor”), and CITIBANK, N.A., a national banking association (“Citibank”), acting not individually but as agent on behalf of, and for the benefit of, the Lenders and all other Secured Parties (in such capacity, together with its successors and assigns, if any, in such capacity, herein called the “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain THIRD AMENDED AND RESTATED CREDIT AGREEMENT, dated as of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among (i) GAMECHANGE SOLAR HOLDINGS CORP., a Delaware corporation (“Holdings”), (ii) GAMECHANGE SOLAR CORP., a Delaware corporation (“GameChange”) and those additional Persons that are joined as a party thereto as borrowers by executing the form of Joinder attached thereto as Exhibit H-2 (GameChange, and such additional Persons, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), (iii) each of the financial institutions identified as a “Lender” on Annex A attached thereto (together with each of their respective successors and assigns, if any, each a “Lender” and, collectively, the “Lenders”), and (iv) Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of each Secured Party, that certain Third Amended and Restated Guaranty and Security Agreement, dated as of even date herewith, (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of each Secured Party, this Trademark Security Agreement in such form as may be recorded in the United States Patent and Trademark Office.

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

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges (and ratifies and reaffirms its prior grant pursuant to the Prior Trademark Security Agreements, defined below) to Agent, for the benefit each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Intellectual Property Licenses with respect to any Trademark to which such Grantor is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License with respect to any Trademark; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Intellectual Property License with respect to any Trademark.

3. RECORDATION. Each Grantor authorizes and requests that the Commissioner for Trademarks and, to the extent agreed upon and applicable, any other applicable government office, record this Trademark Security Agreement.

4. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent or the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the occurrence of any Insolvency Event involving any Grantor.

5. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of each Secured Party, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under

this Section 6, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

7. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

8. GOVERNING LAW AND JURISDICTION AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW AND JURISDICTION AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

9. Amendment and Restatement of Prior Trademark Security Agreements. This Trademark Security Agreement constitutes an amendment and restatement of each Trademark Security Agreement entered into prior to the Closing Date by and among GameChange, certain other grantors party thereto and Agent (collectively, the "Prior Trademark Security Agreements") effective from and after the Closing Date and all Liens in and assignments of the Trademark Collateral created and granted by the Prior Trademark Security Agreements are hereby automatically renewed and continued. The execution and delivery of this Trademark Security Agreement shall not constitute a novation of, or extinguish the rights and obligations of the parties under, the Prior Trademark Security Agreements. Without limiting the effectiveness of any new grant of a Lien under this Trademark Security Agreement, nothing contained herein is intended to impair or extinguish the liens, assignments, privileges and priorities of the Prior Trademark Security Agreements, as hereby amended and restated, and such liens, assignments, privileges and priorities are and will remain in full force and effect. The parties hereto expressly recognize and confirm their intent to continue the effectiveness and priority of the liens, assignments and privileges granted under the Prior Trademark Security Agreements, as hereby amended and restated, as to all Trademark Collateral hereunder and all sums now or hereafter owing with respect to the Secured Obligations and the Grantors hereby ratify and confirm all such security interests and assignments.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

GAMECHANGE SOLAR CORP.,
a Delaware corporation

By: _____

Name: Mark Gibbens

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008045 FRAME: 0348

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

CITIBANK, N.A., a national banking association

By: 

Name: Scott Gildea

Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008045 FRAME: 0349

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark Name	Country	Owner	Status	Application Number	Filed Date	Registration Number	Registration Date
GENIUS TRACKER	US	Borrower	Registered	86888640	2016-01-27	5459499	2020-05-01
GAMECHANGE SOLAR	US	Borrower	Registered	86890023	2016-01-16	5984618	2020-02-11
POUR-IN-PLACE	US	Borrower	Registered	86327268	2014-07-02	4686174	2015-02-10
REPOWERING THE PLANET	US	Borrower	Application	97425258	2022-05-24		
DAVINCI TRACKER	US	Borrower	Application	90493874	2021-01-28		
WEATHERSMART	US	Borrower	Application	90692883	2021-05-06		
MAXSPAN	US	Borrower	Application	90692884	2021-05-06		
SMARTSTOW	US	Borrower	Application	90692885	2021-05-06		
POWERBOOST	US	Borrower	Application	90692887	2021-05-06		
TOPOSMART	US	Borrower	Application	90692888	2021-05-06		
THUNDERSMART	US	Borrower	Application	90692889	2021-05-06		
GAMECHANGE SOLAR	US	Borrower	Application	90693645	2021-05-06	6926058	2022-12-13

GAMECHANGE SOLAR	US	Borrower	Application	90693651	2021-05-06		
GRAB-TITE	US	Borrower	Application	90865136	2021-08-04		
MAXDENSITY	US	Borrower	Application	97294634	2022-03-03		

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.