

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322578

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONSERVATION LAW FOUNDATION, INC.		11/06/2014	NON-PROFIT CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, NATIONAL ASSOCIATION		
Street Address:	28 State Street, 15th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	NATIONAL ASSOCIATION: BANK: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4181033	COAL-FREE NEW ENGLAND	
Registration Number:	4224274	FOR A THRIVING NEW ENGLAND	
Registration Number:	4248471	CLF CONSERVATION LAW FOUNDATION	
Registration Number:	4125268	CLF	
Registration Number:	4117278	CONSERVATION LAW FOUNDATION	
Registration Number:	1914884	CONSERVATION MATTERS	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<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:	212.326.3939		
Email:	NYTEF@JONESDAY.COM		
Correspondent Name:	Jan Wenning Egan		
Address Line 1:	222 East 41st Street		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	098614-640016		
NAME OF SUBMITTER:	Jan W. Egan		
SIGNATURE:	/Jan W. Egan/		
DATE SIGNED:	11/07/2014		

TRADEMARK

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 6, 2014 is made between CONSERVATION LAW FOUNDATION, INC., a Massachusetts non-profit corporation (the "Grantor"), and CITIZENS BANK, NATIONAL ASSOCIATION (the "Bank").

WITNESSETH:

WHEREAS, the Grantor and the Bank are parties to a Loan Agreement for Revolving Demand Line of Credit dated as of November 6, 2014 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, in connection with the Loan Agreement, the Grantor has executed and delivered a Security and Pledge Agreement dated as of November 6, 2014 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Bank a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Bank, as follows:

Section 1. Definitions. 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 Loan Agreement.

Section 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Bank, and hereby grants to the Bank, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

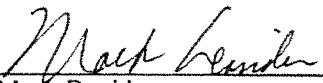
Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Bank in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the Security Agreement. The Security Agreement (and all rights and remedies of the Bank thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Bank 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 5. 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.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CONSERVATION LAW FOUNDATION, INC.

By: 
Mack Davidson
Vice President of Finance and Administration

CITIZENS BANK, NATIONAL ASSOCIATION

By: _____
Emily S. Greenstein
Vice President


[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CONSERVATION LAW FOUNDATION, INC.

By: _____
Mack Davidson
Vice President of Finance and Administration

CITIZENS BANK, NATIONAL ASSOCIATION

By: 
Emily S. Greenstein
Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Trademark	Owner	Application No.	App. Date	Reg. No.	Reg. Date
COAL-FREE NEW ENGLAND	Conservation Law Foundation, Inc.	85399302	8/16/2011	4181033	7/24/2012
FOR A THRIVING NEW ENGLAND	Conservation Law Foundation, Inc.	85399237	8/16/2011	4224274	10/16/2012
CLF CONSERVATION LAW FOUNDATION	Conservation Law Foundation, Inc.	85399082	8/16/2011	4248471	11/27/2012
CLF	Conservation Law Foundation, Inc.	85387438	8/2/2011	4125268	4/10/2012
CONSERVATION LAW FOUNDATION	Conservation Law Foundation, Inc.	85256032	3/2/2011	4117278	3/27/2012
CONSERVATION MATTERS	Conservation Law Foundation, Inc.	74558404	8/8/1994	1914884	8/29/1995

Pending Trademark Applications

None.

Trademark Applications in Preparation

None.

Item B. Trademark Licenses

None.

BOI-140042346v2