

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354024

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Virginia College, LLC		09/03/2015	LIMITED LIABILITY COMPANY: ALABAMA
RECEIVING PARTY DATA			
Name:	Cadence, N.A. Cadence Bank, N.A.		
Street Address:	2100 3rd Avenue North		
Internal Address:	Suite 1100		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35203		
Entity Type:	National Association: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3668981	CLEANEDISON	
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:	ipdocket@maynardcooper.com		
Correspondent Name:	Brandon Browning		
Address Line 1:	1901 6th Avenue North		
Address Line 2:	Suite 2400		
Address Line 4:	Birmingham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	13086-0053		
NAME OF SUBMITTER:	Brandon Browning		
SIGNATURE:	/brandonbrowning/		
DATE SIGNED:	09/03/2015		
Total Attachments: 3			
source=executed - trademark assignment (vc) (03362965) (3)#page1.tif			
source=executed - trademark assignment (vc) (03362965) (3)#page2.tif			
source=executed - trademark assignment (vc) (03362965) (3)#page3.tif			

OP \$40.00 3668981

**ASSIGNMENT AND GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

WHEREAS, VIRGINIA COLLEGE, LLC, an Alabama limited liability company (the “Pledgor”), is the owner of the trademarks and service marks listed on Schedule A attached hereto, which marks are registered or have pending registrations in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such trademarks, service marks, registrations and applications, collectively, the “Trademarks”) and is the owner of the patents listed on Schedule A attached hereto, which patents are registered or have pending applications in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such patents, registrations and applications, collectively, the “Patents”); and

WHEREAS, the Pledgor has entered into a Security Agreement (as amended, modified, restated or supplemented from time to time, the “Security Agreement”), dated as of September 3, 2015, in which the Pledgor has agreed with Cadence Bank, N.A, as Collateral Agent (the “Collateral Agent”), with offices at 2100 3rd Avenue North, Suite 1100, Birmingham, Alabama 35203, to execute this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby assign and grant to the Collateral Agent a security interest in all of its right, title and interest in and to the Trademarks and the Patents, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks and the Patents. This Assignment has been given in conjunction with the assignment and security interest granted to the Collateral Agent under the Security Agreement, and the provisions of this Assignment are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

[Remainder of page left intentionally blank]

VIRGINIA COLLEGE, LLC

By: [Signature]

Christopher Boehm
Title: Executive Vice President, Chief Financial Officer
and Treasurer

STATE OF Illinois)
COUNTY OF Cook)

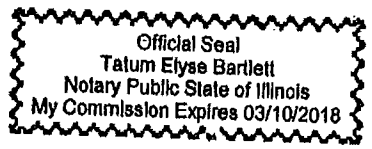
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Christopher Boehm, whose name as CFO of Virginia College, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 31 day of August, 2015.

[Signature]
Notary Public

AFFIX SEAL

My commission expires: 03/10/2018



[Signature Page to Assignment of Patents and Trademarks]

Schedule A

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Jurisdiction(s) and Office Where Registered	Registration Number	Owner of Mark	Reg. Date Exp. Date
Virginia College	Louisiana, United States	622988	Virginia College, LLC	4-8-10 (Reg. Date)
CleanEdison	US PTO (Principal Register)	3668981	Virginia College, LLC	8-18-09 8-18-19

PATENTS AND PATENT APPLICATIONS

NONE