

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370204

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Solarrus Holdings Corporation		01/21/2016	CORPORATION: DELAWARE
Solarrus Corporation		01/21/2016	CORPORATION: CALIFORNIA
EVS Infrastructure Services, LLC		01/21/2016	LIMITED LIABILITY COMPANY: DELAWARE
Maxgen Energy Services, LLC		01/21/2016	LIMITED LIABILITY COMPANY: DELAWARE
True South Renewables, Inc.		01/21/2016	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Comerica Bank, as administrative agent		
Street Address:	8850 Boedeker		
Internal Address:	4th Floor, MC 6595		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	banking association: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4537408	MAXGEN	
Serial Number:	86340611	SOLARRUS	
Serial Number:	86340648	TRUE SOUTH RENEWABLES	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	214-745-5226		
Email:	AWALKER@WINSTEAD.COM		
Correspondent Name:	Andrea Walker, Winstead PC		
Address Line 1:	P. O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313-1851		
ATTORNEY DOCKET NUMBER:	3134.1855 IPSA-SOLARRUS		

CH \$90.00 4537408

NAME OF SUBMITTER:	Andrea Walker
SIGNATURE:	/Andrea Walker/
DATE SIGNED:	01/22/2016
Total Attachments: 7 source=3134-1855 Intellectual Property Security Agreement (Solarrus) - Executed#page1.tif source=3134-1855 Intellectual Property Security Agreement (Solarrus) - Executed#page2.tif source=3134-1855 Intellectual Property Security Agreement (Solarrus) - Executed#page3.tif source=3134-1855 Intellectual Property Security Agreement (Solarrus) - Executed#page4.tif source=3134-1855 Intellectual Property Security Agreement (Solarrus) - Executed#page5.tif source=3134-1855 Intellectual Property Security Agreement (Solarrus) - Executed#page6.tif source=3134-1855 Intellectual Property Security Agreement (Solarrus) - Executed#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 21, 2016 by and among COMERICA BANK (“Bank”) and SOLARRUS HOLDINGS CORPORATION, a Delaware corporation, SOLARRUS CORPORATION, a California corporation, EVS INFRASTRUCTURE SERVICES, LLC, a Delaware limited liability company, MAXGEN ENERGY SERVICES, LLC, Delaware limited liability company, and TRUE SOUTH RENEWABLES, INC., a California corporation (collectively, the “Grantor”), and COMERICA BANK, as administrative agent (in such capacity, the “Agent”).

RECITALS

A. Agent and certain lenders (the “Lenders”) have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Revolving Credit Agreement by and among Grantor, Lenders and Agent dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “Credit Agreement”; capitalized terms used herein are used as defined in the Credit Agreement).

B. Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent for the benefit of the Lenders a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Credit Agreement.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to Agent a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement and all other agreements now existing or hereafter arising between Grantor and Agent, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement and under any other agreement now existing or hereafter arising between Agent, Lenders and Grantor, Grantor grants and pledges to Agent for the benefit of the Lenders a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Agent under the Security Agreement. The rights and remedies of Agent with respect to the security

interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, except for those abandoned in the ordinary course of business.

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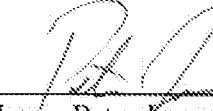
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantors:

GRANTOR:

SOLARRUS HOLDINGS CORPORATION
c/o Oaktree Power Opportunities Fund IV
(Delaware) Holdings, L.P.
11611 San Vicente Blvd., Suite 700
Los Angeles, CA 90049
Facsimile: (310) 442-0540
Attention: Peter Jonna

SOLARRUS HOLDINGS CORPORATION

By: 
Name: Peter Jonna
Title: Vice President


SOLARRUS CORPORATION
1690 Scenic Avenue, Costa Mesa, CA 92626
Facsimile: (310) 442-0540
Attention: Peter Jonna

SOLARRUS CORPORATION

By: 
Name: Peter Jonna
Title: Vice President

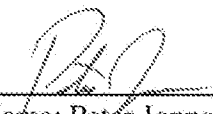
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c/o Oaktree Power Opportunities Fund IV
(Delaware) Holdings, L.P.
11611 San Vicente Blvd., Suite 700
Los Angeles, CA 90049
Facsimile: (310) 442-0540
Attention: Peter Jonna

EVS INFRASTRUCTURE SERVICES, LLC

By: 
Name: Peter Jonna
Title: Vice President

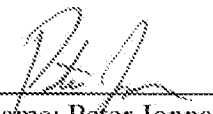
MAXGEN ENERGY SERVICES, LLC
1690 Scenic Avenue, Costa Mesa, CA 92626
Facsimile: (310) 442-0540
Attention: Peter Jonna

MAXGEN ENERGY SERVICES, LLC

By: 
Name: Peter Jonna
Title: Vice President

TRUE SOUTH RENEWABLES, INC.
1690 Scenic Avenue, Costa Mesa, CA 92626
Facsimile: (310) 442-0540
Attention: Peter Jonna

TRUE SOUTH RENEWABLES, INC.

By: 
Name: Peter Jonna
Title: Vice President

Address of Agent:

Comerica Bank
8850 Boedeker, 4th Floor
MC 6595
Dallas, Texas 75225
Facsimile No.: (214) 890-5186
Attention: Rachel Uselton

AGENT:

COMERICA BANK

By: *Rachel Uselton*
Rachel Uselton
Assistant Vice President

IP SCHEDULE

EXHIBIT A

Copyrights

None.

IP SCHEDULE

EXHIBIT B

Patents

None.

IP SCHEDULE

EXHIBIT C

Trademarks

Registered Trademarks:

Mark	Owner	Country	Registration No.	Registration Date
MAXGEN	Maxgen Energy Services, LLC	U.S.	4537408	05/27/2014
SOLARRUS	Solarrus Corporation	U.S.	86/340611	Pending; Filed 07/17/2014
TRUE SOUTH RENEWABLES	True South Renewables, Inc.	U.S.	86/340648	Pending; Filed 07/17/2014