

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389132

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Joule Unlimited Technologies, Inc.		05/12/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4242278	JOULE	
Registration Number:	4057046	JOULE	
Registration Number:	4432705	HELIOCULTURE	
Registration Number:	3862229	SOLARCONVERTER	
Registration Number:	4246303	JOULE	
Registration Number:	4042828	JOULE	
Registration Number:	4254317	SUNFLOW	
Serial Number:	86048168	JOULE UNLIMITED	
Registration Number:	4332982	LIQUID FUEL FROM THE SUN	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	9495676700		
Email:	ipprosecution@orrick.com		
Correspondent Name:	ORRICK, HERRINGTON & SUTCLIFFE LLP/VHS		
Address Line 1:	2050 Main Street, suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92614		
NAME OF SUBMITTER:	victor santos		

CH \$240.00 4242278

SIGNATURE:	/Victor Santos/
DATE SIGNED:	06/23/2016
Total Attachments: 4 source=TM_SecurityAgreement#page1.tif source=TM_SecurityAgreement#page2.tif source=TM_SecurityAgreement#page3.tif source=TM_SecurityAgreement#page4.tif	

ATTACHMENT 2
TO SECURITY AGREEMENT

[One Instrument for each type of Intellectual Property]

GRANT OF SECURITY INTEREST

TRADEMARKS

This GRANT OF SECURITY INTEREST, dated as of May 12, 2016, is executed by Joule Unlimited Technologies, Inc., a Delaware corporation ("Grantor"), in favor of Ares Capital Corporation ("Lender").

A. Pursuant to that certain Amended and Restated Loan and Security Agreement, No. V13107 dated as of March 31, 2015 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and between Grantor and Lender and the Amendment to Amended and Restated Loan and Security Agreement dated as of the date hereof (the "Amendment"), Lender agreed to extend loans and other financial accommodations to Grantor upon the terms and subject to the conditions set forth therein.

B. Grantor has adopted, used and is using the trademarks, more particularly described on Schedule 1-A annexed hereto and made a part hereof, which trademarks are registered in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. Grantor and other entities party thereto from time to time have entered into a Security Agreement (Intellectual Property) dated as of May 12, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of Lender.

D. Pursuant to the Security Agreement, Grantor has granted to Lender a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

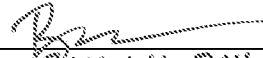
Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is:
Ares Capital Corporation
245 Park Avenue, 44th Floor
New York, NY 10167

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.



GRANTOR

Joule Unlimited Technologies, Inc.,
a Delaware corporation


By: 
Name: Brian M. Gaines
Title: CEO

**SCHEDULE 1-A TO GRANT OF SECURITY INTEREST
TRADEMARKS AND TRADEMARK APPLICATIONS**


A. United States Trademark Registrations & Applications:

Trademark:	Filing Date:	Serial / Registration Number:	Status:
JOULE (Classes 1, 4, 40)	April 14, 2009	4242278	Registered; November 13, 2012
JOULE (Class 42)	April 14, 2009	4057046	Registered; November 15, 2011
HELIOCULTURE	May 5, 2009	4432705	Registered; November 12, 2013
SOLARCONVERTER	May 13, 2009	3862229	Registered; October 12, 2010
 JOULE (Classes 1, 4, 40)	July 31, 2009	4246303	Registered; November 20, 2012
 JOULE (Class 42)	July 31, 2009	4042828	Registered; October 18, 2011
SUNFLOW	February 24, 2010	4254317	Registered; December 4, 2012
JOULE UNLIMITED	August 26, 2013	86/048,168	Notice of Allowance
LIQUID FUEL FROM THE SUN	April 26, 2010	4332982	Registered; May 7, 2013

B. International Trademark Registrations & Applications:

Trademark:	Country:	Filing Date:	Application/Registration No.:	Status:
JOULE UNLIMITED	Australia	October 7, 2010	1387470	Registered
JOULE	Brazil	October 21, 2010	830825550	Published
JOULE	China	October 25, 2010	8772626, 8772625	Registered
JOULE UNLIMITED	China	October 25, 2010	8772628, 8772629	Registered
JOULE	European Community	October 1, 2010	9418121	Registered
JOULE UNLIMITED	European Community	October 1, 2010	9418146	Registered
JOULE	Hong Kong	October 5, 2010	301729044	Registered
JOULE UNLIMITED	Hong Kong	October 5, 2010	301729017	Registered
JOULE	Israel	October 3, 2010	232813	Registered
JOULE UNLIMITED	Israel	October 3, 2010	232810	Registered
JOULE	India	October 8, 2010	2035259	Pending
JOULE UNLIMITED	India	October 8, 2010	2035258	Registered
JOULE	Japan	October 8, 2010	5438680	Registered
JOULE UNLIMITED	Japan	October 8, 2010	5399163	Registered
JOULE UNLIMITED	Korea	October 20, 2010	41-231317	Registered
	Korea	February 2, 2012	4546241	Registered
JOULE	Mexico	October 21, 2010	1203283, 1203284, 1199104	Registered
JOULE UNLIMITED	Mexico	October 21, 2010	1198186, 1198188	Registered
	Russian Federation	October 7, 2010	444718	Registered
JOULE UNLIMITED	Russian Federation	October 7, 2010	446136	Registered
JOULE	Singapore	October 13, 2010	T1013208G	Registered
JOULE UNLIMITED	Singapore	October 13, 2010	T1013207I	Registered
JOULE	Taiwan	October 1, 2010	1607702	Registered

Trademark:	Country:	Filing Date:	Application/ Registration. No.:	Status:
JOULE UNLIMITED	Taiwan	October 1, 2010	1489910	Registered
JOULE	South Africa	October 1, 2010	2010/22520, 2010/22521, 2010/22522	Registered Registered Pending
JOULE UNLIMITED	South Africa	October 1, 2010	2010/22518, 2010/22519	Registered

Trademark Key:  Abandoned marks