

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525645

| | | | |
|---|---|-----------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Xinergy Corp. | | 05/30/2019 | Corporation: TENNESSEE |
| RECEIVING PARTY DATA | | | |
| Name: | Cantor Fitzgerald Securities, as Collateral Agent | | |
| Street Address: | 110 East 59th Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Financial Services: NEW YORK | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4083629 | XINERGY | |
| Registration Number: | 4083641 | XINERGY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6127661600 | | |
| <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: | 612-766-6911 | | |
| Email: | susan.carlson@faegrebd.com | | |
| Correspondent Name: | Susan Carlson, Faegre Baker Daniels LLP | | |
| Address Line 1: | 90 South 7th St Ste 2200 | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402 | | |
| NAME OF SUBMITTER: | Susan Carlson | | |
| SIGNATURE: | /e/ Susan Carlson | | |
| DATE SIGNED: | 05/30/2019 | | |
| Total Attachments: 5 | | | |
| source=Xinergy - 2019 Grant of Security Interest in Trademarks (Cantor Fitzgerald)#page1.tif | | | |
| source=Xinergy - 2019 Grant of Security Interest in Trademarks (Cantor Fitzgerald)#page2.tif | | | |
| source=Xinergy - 2019 Grant of Security Interest in Trademarks (Cantor Fitzgerald)#page3.tif | | | |
| source=Xinergy - 2019 Grant of Security Interest in Trademarks (Cantor Fitzgerald)#page4.tif | | | |
| source=Xinergy - 2019 Grant of Security Interest in Trademarks (Cantor Fitzgerald)#page5.tif | | | |

OP \$65.00 4083629

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of May 30, 2019 (this "Agreement"), made by Xinery Corp., a Tennessee corporation (the "Grantor"), in favor of Cantor Fitzgerald Securities, as Collateral Agent (as defined below).

Reference is made to the Pledge and Security Agreement, dated as of May 19, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), entered into by and among White Forest Resources, Inc., a Delaware corporation ("Parent"), the Grantor, each of the subsidiary guarantors party thereto from time to time, whether as an original signatory thereto or as an Additional Grantor (as therein defined) (each such subsidiary guarantor, together with Parent and Company, each, a "Grantor") and Cantor Fitzgerald Securities, as collateral agent for the Secured Parties (as defined therein) (in such capacity as collateral agent, together with its successors and permitted assigns in such capacity, the "Collateral Agent"). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.2 of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* For the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code (and any successor provision thereof), of such Grantor's Secured Obligations, the Grantor grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing first priority lien on all of the Grantor's right, title and interest in, to and under all Trademarks of such Grantor, including, but not limited to the following, in each case whether now owned or existing or hereafter acquired, created or arising, as collateral security (collectively, but excluding any Excluded Property, the "Trademark Collateral"): all U.S. registered and applied for Trademarks, including those listed on Schedule I; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any application for a registration of a Trademark filed in the United States Patent and Trademark Office on an intent-to-use basis prior to the filing and acceptance of a "Statement of Use", "Amendment of Alleged Use" or similar filing, but only to the extent that the grant of a security interest in any such Trademark application would adversely affect the validity or enforceability or result in a cancellation of such Trademark application under applicable law.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral 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. In the event of any conflict between the terms of this Agreement and the Security

Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

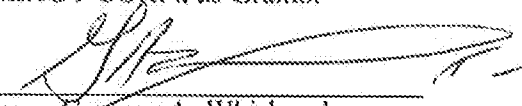
SECTION 5. *Governing Law*. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 6. *Termination*. This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Grantor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Grantor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantor as the Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the date first above written.

XINERGY CORP., as Grantor

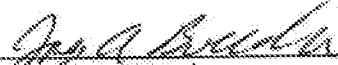
By: 
Name: Gregory A. Whirley, Jr.
Title: Secretary and Treasurer

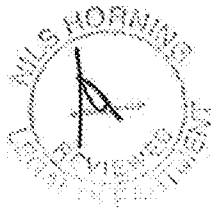
(Signature Page to Grant of Security Interest in Trademarks)

TRADEMARK
REEL: 006657 FRAME: 0566

ACCEPTED AND AGREED AS OF THE
DATE FIRST SET FORTH ABOVE:

CANTOR FITZGERALD SECURITIES,
as Collateral Agent

By: 
Name: James Buccola
Title: Head of Fixed Income



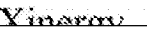

(Signature Page to Grant of Security Interest in Trademarks)

(Xingy)

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Xinergy Corp.

U.S. Trademark Registrations

| Trademark | Application Date and No. | Registration Date and No. |
|--|--------------------------|---------------------------|
| XINERGY  | 85335413 01-JUN-2011 | 4083629 10-JAN-2012 |
| XINERGY  | 85335512 01-JUN-2011 | 4083641 10-JAN-2012 |

U.S. Trademark Applications

None.