

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562569

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENERGEX CORPORATION		01/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, NATIONAL ASSOCIATION		
Street Address:	6111 N. River Road		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4366010	ENERGEX	
Registration Number:	5844128		
Registration Number:	5844127	OL' HICK	
Registration Number:	5844129		
Registration Number:	4574360	PELLETS EXPRESS	
Registration Number:	3952946	PELLETS EXPRESS	
Registration Number:	4546191	SAVE YOUR ENERGY	
Registration Number:	1797465	STOVE CHOW	
CORRESPONDENCE DATA			
Fax Number:	6106405800		
<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:	6106405800		
Email:	trademarks@stradley.com		
Correspondent Name:	Elizabeth M. O'Donoghue		
Address Line 1:	Stradley Ronon Stevens & Young, LLP		
Address Line 2:	30 Valley Stream Parkway		
Address Line 4:	Malvern, PENNSYLVANIA 19355		
ATTORNEY DOCKET NUMBER:	187520-0008		
NAME OF SUBMITTER:	Elizabeth M. O'Donoghue		

CH \$215.00 4366010

SIGNATURE:	/elizabeth m. o'donoghue/
DATE SIGNED:	02/18/2020
Total Attachments: 5 source=Trademark Security Agreement (Energex Corporation)#page1.tif source=Trademark Security Agreement (Energex Corporation)#page2.tif source=Trademark Security Agreement (Energex Corporation)#page3.tif source=Trademark Security Agreement (Energex Corporation)#page4.tif source=Trademark Security Agreement (Energex Corporation)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of January 31, 2020, is made by ENERGEX CORPORATION (“**Grantor**”) in favor of FIFTH THIRD BANK, NATIONAL ASSOCIATION, as administrative agent to the Lenders (as defined below) (the “**Administrative Agent**”).

Grantor, certain affiliates of the Grantor, the financial institutions a party thereto from time to time (the “**Lenders**”) and Administrative Agent have entered into a Credit and Security Agreement dated as of even date herewith (as amended, restated, renewed or otherwise modified from time to time, the “**Credit Agreement**”).

Under the terms of the Credit Agreement, Grantor has granted to Administrative Agent, for the ratable benefit of the Credit Parties (as defined in the Credit Agreement), a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Administrative Agent therefore agree as follows:

1. **Grant of Security.** Grantor hereby grants to Administrative Agent, for the ratable benefit of the Credit Parties, a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations, trademark applications, and trademark licenses set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Administrative Agent’s request.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Administrative Agent with respect to the Trademark Collateral are as provided by

the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Illinois.

[signature page to follow]

Grantor and Administrative Agent have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

**FIFTH THIRD BANK, NATIONAL
ASSOCIATION**, as Administrative Agent

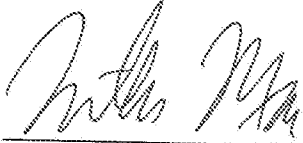
By: 
Name: William A. Stapel
Title: Senior Vice President - Managing
Director

[Signature page to Trademark Security Agreement]

**TRADEMARK
REEL: 006866 FRAME: 0238**

Grantor and Administrative Agent have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.




ENERGEX CORPORATION

By: 
Name: William I. Morris
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES

Owner	Trademark	Registration #	Issue Date
Energex Corporation	Energex & Design 	4,366,010	July 9, 2013
Energex Corporation	Mustache Design 	5,844,128	August 27, 2019
Energex Corporation	OL' HICK	5,844,127	August 27, 2019
Energex Corporation	Design only 	5,844,129	August 27, 2019
Energex Corporation	PELLETS EXPRESS	4,574,360	July 29, 2014
Energex Corporation	PELLETS EXPRESS	3,952,946	April 26, 2011
Energex Corporation	SAVE YOUR ENERGY	4,546,191	June 10, 2014
Energex Corporation	STOVE CHOW	1,797,465	October 12, 1993

Schedule 1 to Trademark Security Agreement