

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508783

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAPSTONE TURBINE CORPORATION		02/04/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS SPECIALTY LENDING HOLDINGS, INC.		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5219152	CAPSTONE ENERGY FINANCE	
Registration Number:	2809609	TA 100	
Registration Number:	2940243	CAPSTONE	
Registration Number:	2993044	CAPSTONE	
Registration Number:	2956871	CAPSTONE MICROTURBINE	
Registration Number:	2487869	CAPSTONE	
Registration Number:	2201317	CAPSTONE	
Registration Number:	2248687	CAPSTONE	
Registration Number:	2144240		
Registration Number:	2058307	CAPSTONE	
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<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:	312-554-8000		
Email:	BLC@pattishall.com, kep@pattishall.com		
Correspondent Name:	Bradley L. Cohn		
Address Line 1:	200 South Wacker Drive, Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606		

CH \$265.00 5219152

ATTORNEY DOCKET NUMBER:	2772-000
NAME OF SUBMITTER:	Bradley L. Cohn
SIGNATURE:	/bradleycohn/
DATE SIGNED:	02/05/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 4, 2019 (this “**Trademark Security Agreement**”), by **CAPSTONE TURBINE CORPORATION**, a Delaware Corporation (the “**Grantor**”), in favor of **GOLDMAN SACHS SPECIALTY LENDING HOLDINGS, INC.**, in its capacity as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), by and among **CAPSTONE TURBINE CORPORATION**, a Delaware corporation (“**Company**”), certain Subsidiaries of Company, as Guarantors, the Purchasers party thereto from time to time, and **GOLDMAN SACHS SPECIALTY LENDING HOLDINGS, INC.** (“**GSSLH**”), as Collateral Agent (in such capacity, “**Collateral Agent**”), Purchasers have agreed to purchase the Notes issued by Company and make certain financial accommodations to Company;

WHEREAS, Purchasers are willing to purchase the Notes issued by Company and make certain financial accommodations to Company as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Secured Parties, that certain Pledge and Security Agreement, dated as of February 4, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for itself and the ratable benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Collateral Agent, on behalf of itself and the Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):
 - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on **Schedule I** hereto;
 - (b) all reissues, continuations or extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
 - (d) all products and proceeds of the foregoing, including, without limitation, any claim by either Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii)

injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

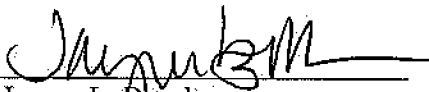
Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.
4. GRANTOR REMAINS LIABLE. Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

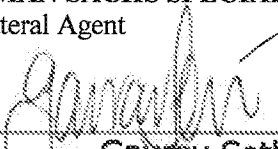
CAPSTONE TURBINE CORPORATION

By: 
Name: Jayme L. Brooks
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING HOLDINGS, INC.,
as Collateral Agent

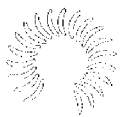
By: 
Name: Gaurav Seth
Title: Authorized Signatory

SCC

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademarks						
Trademark	Application No.	Filing Date	Registration No.	Registration Date	Record Owner (and with Legal Owner, if Different)	Jurisdiction
<small>CAPSTONE TURBINE BRAND®</small>	App 86722457	App 12-AUG-2015	Reg 5219152	Reg 06-JUN-2017	CAPSTONE TURBINE CORPORATION	United States
TA 100	App 78182638	App 07-NOV-2002	Reg 2809609	Reg 27-JAN-2004	CAPSTONE TURBINE CORPORATION	United States
	App 78975666	App 20-SEP-2002	Reg 2940243	Reg 12-APR-2005	CAPSTONE TURBINE CORPORATION	United States
	App 78166520	App 20-SEP-2002	Reg 2993044	Reg 06-SEP-2005	CAPSTONE TURBINE CORPORATION	United States
	App 78166522	App 20-SEP-2002	Reg 2956871	Reg 31-MAY-2005	CAPSTONE TURBINE CORPORATION	United States
	App 75357665	App 16-SEP-1997	Reg 2487869	Reg 11-SEP-2001	CAPSTONE TURBINE CORPORATION	United States
	App 75351980	App 04-SEP-1997	Reg 2201317	Reg 03-NOV-1998	CAPSTONE TURBINE CORPORATION	United States
	App 75306958	App 11-JUN-1997	Reg 2248687	Reg 01-JUN-1999	CAPSTONE TURBINE CORPORATION	United States

	App 75191384	App 01-NOV-1996	Reg 2144240	Reg 17-MAR-1998	CAPSTONE TURBINE CORPORATION	United States
	App 74732798	App 22-SEP-1995	Reg 2058307	Reg 29-APR-1997	CAPSTONE TURBINE CORPORATION	United States

TRADEMARK

REEL: 006579 FRAME: 0286

RECORDED: 02/05/2019