

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547451

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FuelCell Energy, Inc.		10/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Orion Energy Partners Investment Agent, LLC, as Administrative Agent		
Street Address:	350 Fifth Avenue #6740		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10118		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2335247	DFC	
Registration Number:	2658647	DFC 300	
Registration Number:	2518595	DFC/T	
Registration Number:	3619092	DFC-ERG	
Registration Number:	3657508	DFC-H2	
Registration Number:	2389989	DIRECT FUELCELL	
Serial Number:	87383166		
Registration Number:	2400031	FUELCELL ENERGY	
Serial Number:	87383140	FUELCELLENERGY	
Serial Number:	87976565	FUELCELLENERGY	
Serial Number:	87383105	SURESOURCE	
Serial Number:	87383187	SURESOURCE 1500	
Serial Number:	87383205	SURESOURCE 3000	
Serial Number:	87383233	SURESOURCE 4000	
Serial Number:	87383436	SURESOURCE CAPITAL	
Serial Number:	87383279	SURESOURCE CAPTURE	
Serial Number:	87383379	SURESOURCE HYDROGEN	
Serial Number:	87383256	SURESOURCE RECOVERY	
Serial Number:	87383411	SURESOURCE SERVICE	

CH \$540.00 2335247

Property Type	Number	Word Mark
Serial Number:	87383389	SURESOURCE STORAGE
Serial Number:	87588389	SURESOURCE TREATMENT

CORRESPONDENCE DATA

Fax Number: 2128055571

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.

Phone: 212.801.2256

Email: schlossd@gtlaw.com

Correspondent Name: Daniel I. Schloss

Address Line 1: Greenberg Traurig, LLP

Address Line 2: 200 Park Avenue, 38th Floor

Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	188756.010100
NAME OF SUBMITTER:	Daniel I. Schloss
SIGNATURE:	/Daniel I. Schloss/
DATE SIGNED:	10/31/2019

Total Attachments: 5

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NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS

This NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS (this “Notice of Grant of a Security Interest—Trademarks”) is made as of October 31, 2019, by and among FuelCell Energy, Inc. (the “Grantor”) and ORION ENERGY PARTNERS INVESTMENT AGENT, LLC, in its capacity as Administrative Agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, the “Grantee”).

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 31, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks (other than “intent-to-use” application for registration of a trademark), together with goodwill of the business symbolized by Trademarks owned by the Grantor, including those set forth on *Schedule A* hereto (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Secured Parties, a continuing first priority security interest (subject to any prior security interests in respect of Permitted Liens permitted to be senior in accordance with the Credit Agreement) in the Collateral.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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 any provision herein and any provision of the Security Agreement, the Security Agreement shall control.

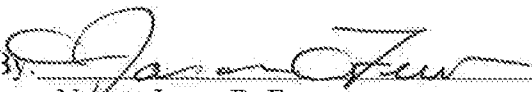
This Notice of Grant of a Security Interest—Trademarks may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

This Notice of Grant of a Security Interest shall be governed by and construed in accordance with, the law of the State of New York.


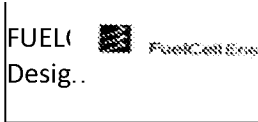

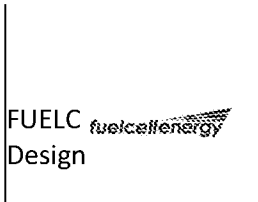
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FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest—Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

FUELCELL ENERGY, INC.

By: 
Name: Jason B. Few
Title: President, Chief Executive Officer and
Chief Commercial Officer

SCHEDULE A – TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date	Country	Status
DFC	75/627798	1/26/1999	2335247	3/28/2000	United States of America	Registered
DFC 300	76/297982	8/9/2001	2658647	12/10/2002	United States of America	Registered
DFC/T	75/932839	3/1/2000	2518595	12/11/2001	United States of America	Registered
DFC-ERG	77/583882	10/2/2008	3619092	5/12/2009	United States of America	Registered
DFC-H2	77/647987	1/13/2009	3657508	7/21/2009	United States of America	Registered
DIRECT FUELCELL	75/849938	11/16/1999	2389989	9/26/2000	United States of America	Registered
 Flag Design	87/383166	3/23/2017			United States of America	Allowed
 FUEL Design	75/849860	11/16/1999	2400031	10/31/2000	United States of America	Registered
 FUEL Design	87/383140	3/23/2017			United States of America	Allowed
 FUEL Design	87/976565	3/23/2017			United States of America	Allowed

SURESOURCE	87/3831 05	3/23/201 7			United States of America	Allowed
SURESOURCE 1500	87/3831 87	3/23/201 7			United States of America	Allowed
SURESOURCE 3000	87/3832 05	3/23/201 7			United States of America	Allowed
SURESOURCE 4000	87/3832 33	3/23/201 7			United States of America	Allowed
SURESOURCE CAPITAL	87/3834 36	3/23/201 7			United States of America	Allowed
SURESOURCE CAPTURE	87/3832 79	3/24/201 7			United States of America	Allowed

SURESOURCE HYDROGEN	87/3833 79	3/23/201 7			United States of America	Allowed
SURESOURCE RECOVERY	87/3832 56	3/23/201 7			United States of America	Allowed
SURESOURCE SERVICE	87/3834 11	3/23/201 7			United States of America	Allowed
SURESOURCE STORAGE	87/3833 89	3/23/201 7			United States of America	Allowed
SURESOURCE TREATMENT	87/5883 89	8/29/201 7			United States of America	Allowed