

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318018

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Western Energetix, LLC		09/23/2014	LIMITED LIABILITY COMPANY: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	1525 West W.T. Harris Blvd.		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3311896	WESTERN ENERGETIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	(415) 278-9024		
<b>Email:</b>	landwebe@chapman.com		
<b>Correspondent Name:</b>	Joseph Landweber		
<b>Address Line 1:</b>	595 Market Street, 26th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>NAME OF SUBMITTER:</b>	JOSEPH LANDWEBER		
<b>SIGNATURE:</b>	/Joseph Landweber/		
<b>DATE SIGNED:</b>	09/25/2014		
<b>Total Attachments: 6</b>			
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Continuation of Item #4 from  
USPTO Form 1594

Owner	Trademark Description	Registration/ Appl. Number	Registration/ Appl. Date
Western Energetix, LLC	WESTERN ENERGETIX	3,311,896	10/16/2007

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, WESTERN ENERGETIX, LLC, a Nevada limited liability company (the "Grantor"), owns and uses in its business various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor, Flyers Energy, LLC, a California limited liability company ("Flyers"), Western Energetix Terminals, LLC, a Nevada limited liability company ("Terminals"), Flyers Transportation, LLC, a California limited liability company ("Transportation"), Nella Properties, LLC, a California limited liability company ("Nella Properties") and Caminol Management, LLC, a California limited liability company ("Caminol", and together with Flyers, Terminals, Transportation and Nella Properties, each a "Borrower" and, collectively, the "Borrowers") have entered into that certain Credit Agreement, dated as of September 23, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the lenders party thereto from time to time (the "Lenders"), and Wells Fargo Bank, National Association, as the administrative agent for the Lenders (the "Administrative Agent"); and

WHEREAS, pursuant to the terms of a Collateral Agreement dated as of September 23, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Grantor, the Administrative Agent (in such capacity, the "Secured Party") and the other grantors from time to time party thereto, the Grantor has created in favor of the Secured Party a security interest in, and the Secured Party has become a secured creditor with respect to, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions of the Collateral Agreement, to evidence further the security interest granted by the Grantor to the Secured Party pursuant to the Collateral Agreement, the Grantor hereby grants to the Secured Party a security interest in all of the Grantor's right, title, and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

(i) all right, title, and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents, and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance

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(whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.


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

[Signature pages to follow.]

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IN WITNESS WHEREOF, the Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of September 23, 2014.

WESTERN ENERGETIX, LLC, a Nevada limited  
liability company

By:   
Name: Walt A. Dwelle  
Title: Manager

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*Signature Page to Grant of Trademark Security Interest  
(Energetix)*

**TRADEMARK  
REEL: 005368 FRAME: 0847**

Schedule A  
to  
Grant of Trademark Security Interest

Owner	Trademark Description	Registration/ Appl. Number	Registration/ Appl. Date
Western Energetix, LLC	WESTERN ENERGETIX	3,311,896	10/16/2007

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