

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331223

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TMONE, LLC		02/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Crescent Direct Lending, LLC		
Street Address:	One Post Office Square		
Internal Address:	36th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3144881	TMONE	
CORRESPONDENCE DATA			
Fax Number:	6172274420		
<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:	6172390746		
Email:	joanne.mckenna@lockelord.com		
Correspondent Name:	Joanne H. McKenna		
Address Line 1:	111 Huntington Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02199		
NAME OF SUBMITTER:	Joanne H. McKenna		
SIGNATURE:	/Joanne H. McKenna/		
DATE SIGNED:	02/05/2015		
Total Attachments: 5			
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**TO BE RECORDED WITH U.S.
PATENT AND TRADEMARK OFFICE**

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of February 5, 2015, by TMONE, LLC, a Delaware limited liability company ("Debtor"), to and with CRESCENT DIRECT LENDING, LLC, a national banking association (the "Agent").

RECITALS

A. Debtor is a borrower under the terms of, or in respect to Obligations described in, that certain Revolving Credit and Term Loan Agreement, dated as of February 5, 2015 (as further amended, modified, restated, or supplemented from time to time, the "Credit Agreement") by and among Debtor, as a borrower, Enhanced Recovery Company, LLC, as a borrower and ERC Holdings, LLC, the Agent and the Lenders from time to time party thereto.

B. Debtor has executed and delivered to the Agent a certain Security Agreement of even date herewith, as the same may be amended, renewed, reaffirmed, restated or extended from time to time (the "Security Agreement") by and among the Loan Parties, as debtors, and the Agent.

C. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to the Lender under the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Debtor hereby agrees as follows:

1. **Defined Terms.** Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Credit Agreement. Any term used in the Uniform Commercial Code and not defined in this Agreement or the Credit Agreement shall have the meaning given to such term in the Uniform Commercial Code.

2. **Security Interest.** As security for the Obligations (as defined in the Credit Agreement), Debtor hereby grants to the Agent (for the benefit of the Lenders a continuing security interest in and lien on all of such Debtor's right title and interest, whether now existing or hereafter arising or acquired, in and to the Trademarks (as defined in the Security Agreement), including but not limited to the registered Trademarks listed on Exhibit A attached hereto (the "Collateral"). Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

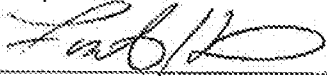
3. **Incorporation by Reference.** Debtor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

TMONE, LLC

By: 
Name: E. Michael Harrison
Title: Chief Financial Officer

CRESCENT DIRECT LENDING, LLC

By: _____
Name: _____
Title: _____


(Signature page to Trademark Security Agreement)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

TMONE, LLC

By: _____
Name: _____
Title: _____

CRESCENT DIRECT LENDING, LLC

By:  _____
Name: Jonathan Cignetta
Title: Senior Vice President

(Signature page to Trademark Security Agreement)

EXHIBIT A

TMONE, LLC

Trademarks

Trademark	Registration Number	Registration Date
"TMONE"	3144881	September 19, 2006