

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM370725

<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>
GAS SOUTH, LLC		01/27/2016	LIMITED LIABILITY COMPANY: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SUN TRUST BANK		
<b>Street Address:</b>	211 Perimeter Center Parkway		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30346		
<b>Entity Type:</b>	BANK: GEORGIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86806247	BRING THE HEAT	
<b>Registration Number:</b>	3217756	GAS SOUTH	
<b>Registration Number:</b>	3217754	GAS SOUTH	
<b>Registration Number:</b>	3581553	PAY-AS-YOU-GO	
<b>Registration Number:</b>	4256329	BRING THE HEAT	
<b>Registration Number:</b>	4087449	YOU'RE GETTING WARMER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7137513290		
<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>	713-751-3200		
<b>Email:</b>	cduval@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding LLP		
<b>Address Line 1:</b>	100 North Tryon Street		
<b>Address Line 2:</b>	Suite 3900		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	52990.515075		
<b>NAME OF SUBMITTER:</b>	Tucker W. McCarthy		

OP \$165.00 86806247

<b>SIGNATURE:</b>	/Tucker W. McCarthy/
<b>DATE SIGNED:</b>	01/27/2016
<b>Total Attachments: 7</b> source=TM Security Interest Agreement#page1.tif source=TM Security Interest Agreement#page2.tif source=TM Security Interest Agreement#page3.tif source=TM Security Interest Agreement#page4.tif source=TM Security Interest Agreement#page5.tif source=TM Security Interest Agreement#page6.tif source=TM Security Interest Agreement#page7.tif	

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

GAS SOUTH, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Georgia

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) January 27, 2016

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: SunTrust Bank

Street Address: 211 Perimeter Center Parkway, Suite 100

City: Atlanta

State: Georgia

Country: USA Zip: 30346

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship Georgia

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) 86/806247 Text

B. Trademark Registration No.(s) 3217756, 3217754, 3581553, 4256329, 4087449

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: King & Spalding LLP

Internal Address: Suite 3900

Street Address: 100 North Tryon Street

City: Charlotte

State: North Carolina Zip: 28202

Phone Number: 704-503-2600

Docket Number: 52990.515075

Email Address: cduval@kslaw.com

**6. Total number of applications and registrations involved:** 6

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$165.00

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** /Tucker W. McCarthy/ January 27, 2016

Signature

Date

Tucker W. McCarthy

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of January 27, 2016 (this "Security Agreement"), is made by GAS SOUTH, LLC, a Georgia limited liability company (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, the Grantor, the lenders from time to time parties thereto (the "Lenders") and the Administrative Agent have entered into a Revolving Credit Agreement, dated as of January 27, 2016 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, in connection with the Credit Agreement, the Grantor has entered into the Guaranty and Security Agreement, dated as of January 27, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**Section 1**     Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Section 2**     Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral");

(i)     all of its Trademarks and all Trademark Licenses that constitute Collateral, including, without limitation, those referred to on Schedule I hereto;

(ii)    all renewals and extensions of the foregoing;

(iii)   all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv)    all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 3**     Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the

security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4**      **Representation and Warranty.**    Schedule I correctly sets forth all applied for and federally registered material Trademarks owned by the Grantor in its own name as of the date hereof.

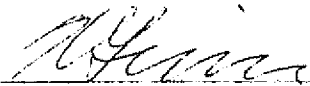
**Section 5**      **Grantor Remains Liable.**    The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its material Trademarks and Trademark Licenses subject to a security interest hereunder.

**Section 6**      **Counterparts.**    This 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.

**Section 7**      **Governing Law.**    This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the 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.

**GAS SOUTH, LLC**

By:   
Name: Kevin Greiner  
Title: President & CEO

ACKNOWLEDGMENT OF GRANTOR

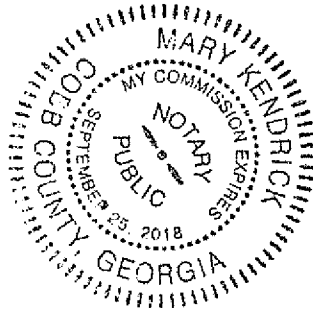
State of Georgia )

County of Cobb )

ss.

On this 27th day of January, 2016 before me personally appeared Kevin Greener proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Eas South, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Mary Kendrick  
Notary Public



Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**SUNTRUST BANK, as Administrative Agent**

By: 

Name: Susan L. Miller

Title: Senior Vice President

Signature Page to  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005717 FRAME: 0524**



SCHEDULE I

Material Trademarks

I. REGISTERED TRADEMARKS

Owner	Trademark	Filing/Registration Date	Status	Registration No.
Gas South, LLC	GAS SOUTH & Design	March 13, 2007	Registered	3217756
Gas South, LLC	GAS SOUTH	March 13, 2007	Registered	3217754
Gas South, LLC	PAY-AS-YOU-GO	February 24, 2009	Registered	3581553
Gas South, LLC	BRING THE HEAT	November 11, 2011	Registered	4256329
Gas South, LLC	YOU'RE GETTING WARMER	January 17, 2012	Registered	4087449

II. TRADEMARK APPLICATIONS

Owner	Trademark	Filing/Registration Date	Status	Registration No.
Gas South, LLC	BRING THE HEAT	November 2, 2015	Application pending; filed based on Intent to Use/Section 1(b)	86806247