

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405105

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carroll Independent Fuel, LLC	FORMERLY Carroll Independent Fuel Company	11/10/2016	Limited Liability Company: MARYLAND
Carroll Home Services, LLC		11/10/2016	Limited Liability Company: MARYLAND
Alliance/Burkhardt, LLC		11/10/2016	Limited Liability Company: MARYLAND
High's of Baltimore, LLC		11/10/2016	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	P.O. Box 1358		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14240-1358		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4282634		
CORRESPONDENCE DATA			
Fax Number:	2159882757		
<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>			
Email:	karen.spina@dbr.com		
Correspondent Name:	Robert E. Cannuscio		
Address Line 1:	One Logan Square, Ste. 2000		
Address Line 2:	Drinker Biddle & Reath LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6996		
NAME OF SUBMITTER:	Robert E. Cannuscio		
SIGNATURE:	/Robert E. Cannuscio/		
DATE SIGNED:	11/10/2016		

OP \$40.00 4282634

Total Attachments: 5

source=Trademark Security Agreement#page1.tif

source=Trademark Security Agreement#page2.tif

source=Trademark Security Agreement#page3.tif

source=Trademark Security Agreement#page4.tif

source=Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is made as of November 10, 2016, by and between Carroll Independent Fuel, LLC (successor to Carroll Independent Fuel Company), a Maryland limited liability company, Carroll Home Services, LLC, a Maryland limited liability company, Alliance/Burkhardt, LLC, a Maryland limited liability company and High's of Baltimore, LLC, a Maryland limited liability company (together with their respective successors and permitted assigns, collectively, the “**Assignors**” and each, an “**Assignor**”), and Manufacturers and Traders Trust Company, with an office at PO Box 1358, Buffalo, New York, 14240-1358, as administrative agent for itself and the other Secured Parties (as that term is defined in the Credit Agreement referenced below) (together with its successors and assigns in such capacity, “**Assignee**”) and is made pursuant to the Security Agreement dated as of February 29, 2012 by and among Assignee, the Assignors, HOB Holdco, LLC (“**HOB**”), HJR-Benson Venture LLC (“**Holdings**” and together with HOB, the “**Borrowers**”), and those other grantors party thereto (as reconfirmed and ratified as of January 15, 2016, as reaffirmed and amended pursuant to the Reaffirmation Agreement dated as of the date hereof (the “**Reaffirmation Agreement**”), and as the same may be amended, restated, modified, supplemented, reaffirmed and/or replaced from time to time, the “**Security Agreement**”).

WHEREAS, each Assignor is the owner of certain trademarks, including pending applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, including those listed on Exhibit A hereto (the “**Marks**”);

WHEREAS, the Assignors have executed a certain First Lien Trademark Security Agreement dated as of February 29, 2012, as reaffirmed pursuant to the Reaffirmation Agreement, under which Assignors granted a certain security interest and lien in and to certain of

the Marks, which security interest and lien was recorded with the United States Patent and Trademark Office at Reel/Frame 4756/0066; and

WHEREAS, the Borrowers, Assignee, as Administrative Agent and a Lender, and certain other Lenders (as defined in the Credit Agreement) entered into that certain Amended and Restated Credit Agreement dated as of the date hereof (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the “**Credit Agreement**”), pursuant to which such Lenders and the other Secured Parties agreed to extend credit to the Borrowers on the terms and conditions described therein; and

WHEREAS, one of the conditions to the extension of credit under the Credit Agreement is that payment of the Secured Obligations (as defined in the Credit Agreement) shall be secured by, among other things, a security interest in favor of the Assignee, for the benefit of the Secured Parties, in the Marks and all Proceeds (as defined in the Security Agreement) thereof and the Assignors, each a direct or indirect Subsidiary of Holdings, is willing to reaffirm the grant to the Assignee, for the benefit of the Secured Parties, of a security interest in the Marks and all Proceeds thereof and all other related claims and rights as more fully described in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Secured Obligations, each Assignor reaffirms and hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all Proceeds thereof and gives notice of such security interest and the existence of the Security Agreement providing therefor.

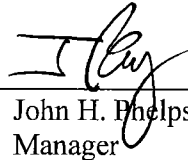
[Signature Page Follows]

Executed as of the date first above written.

Assignors:

Carroll Independent Fuel, LLC (successor to Carroll
Independent Fuel Company)
Carroll Home Services, LLC
Alliance/Burkhardt, LLC
High's of Baltimore, LLC

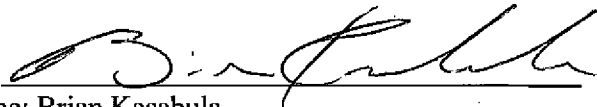
By



Name: John H. Phelps
Title: Manager

Assignee:

**MANUFACTURERS AND TRADERS TRUST
COMPANY**, as Assignee, in its capacity as
Administrative Agent


By: 

Name: Brian Kasabula

Title: Vice President

EXHIBIT A

Marks

Mark	Application/ Reg. No.	Date of Application/ Registration	Record Owner	STATUS
	4282634	01/29/2013	High's of Baltimore, LLC	Registered