

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426361

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900404173

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mansfield Energy Corp.		04/28/2017	Corporation: GEORGIA
Mansfield Oil Company of Gainesville, Inc.		04/28/2017	Corporation: GEORGIA
Mansfield Systems, Inc.		04/28/2017	Corporation: GEORGIA
Mansfield Power and Gas, LLC		04/28/2017	Limited Liability Company: GEORGIA
Mansfield of Canada, ULC		04/28/2017	Unlimited Liability Company: CANADA

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	3424 Peachtree Road, NE
Internal Address:	Suite 2300
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	77802040	COLDPRO
Serial Number:	77207346	M
Serial Number:	77207342	MANSFIELD
Serial Number:	77207340	M
Serial Number:	77207336	MANSFIELD
Serial Number:	85574353	GAS-TO-GALLONS
Serial Number:	86019482	BLUE LEAF
Serial Number:	85096539	ARSENAL
Serial Number:	85253310	TORPEDO
Serial Number:	85433675	TANK ARMOR
Serial Number:	86294398	DRY TANK

Property Type	Number	Word Mark
Serial Number:	86261664	CLEAN 365
Serial Number:	86091767	ENTINUUM
Serial Number:	86289138	FIRST+AID
Serial Number:	85710225	FUEL-ALL
Serial Number:	85684070	FUELNET
Serial Number:	86648892	FUELScore
Serial Number:	77802033	GENPRO
Serial Number:	85574352	G2G
Serial Number:	85526050	SKYBLU
Serial Number:	85979044	SKYBLU
Serial Number:	86330647	TANKPRO

CORRESPONDENCE DATA

Fax Number: 6785532602

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: 6785532601

Email: jimmarl@gtlaw.com

Correspondent Name: LaShana C. Jimmar, Paralegal

Address Line 1: Greenberg Traurig, LLP

Address Line 2: 3333 Piedmont Road, NE, Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	132425.012300
NAME OF SUBMITTER:	LaShana C. Jimmar
SIGNATURE:	/LaShana C. Jimmar/
DATE SIGNED:	05/05/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, this "Trademark Security Agreement") by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each, individually, "Grantor"), and JPMorgan Chase Bank, N.A., in its capacity as administrative agent ("Administrative Agent") under the Credit Agreement referred to below.

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among MANSFIELD ENERGY CORP., a Georgia corporation, MANSFIELD OIL COMPANY OF GAINESVILLE, LLC, a Georgia limited liability company, MANSFIELD SYSTEMS, INC., a Georgia corporation, MANSFIELD POWER AND GAS, LLC, a Georgia limited liability company, and MANSFIELD OF CANADA, ULC, a Canadian unlimited liability company (each, a "Borrower", and collectively, the "Borrowers"), the lenders party thereto (the "Lenders"), and Administrative Agent, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to Administrative Agent, that certain Pledge and Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, the Credit Agreement contemplates the execution of this Trademark Security Agreement by the parties hereto and the recordation of this Trademark Security Agreement in accordance with the specific terms of the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Each Grantor does hereby grant to Administrative Agent a continuing security interest in all of such Grantor's right, title, and interest in and to all of the following (all of the following being herein collectively referred to as the "Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Obligations (as defined in the Security Agreement); provided, however, that no United States intent-to-use trademark or service mark application shall be included in the Collateral to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under applicable law:

(a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (including, without limitation, each trademark listed on Schedule 1 attached hereto), together with (i) all renewals of the foregoing, (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (v) all rights corresponding to any of the foregoing throughout the world;

(b) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

(c) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts and other computer materials and records related thereto; and

(d) all products and proceeds of any of the foregoing.

2. Miscellaneous. This security interest is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES PATENT AND TRADEMARK LAWS.** This Trademark Security Agreement shall be binding upon each Grantor, and the trustees, receivers, successors and assigns of any Grantor, including all successors in interest of any Grantor in and to all or any part of the Collateral, and shall benefit Administrative Agent and its successors and assigns. If any provision of this Trademark Security Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Trademark Security Agreement shall not be affected thereby, and this Trademark Security Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. The section headings appearing in

this Trademark Security Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Trademark Security Agreement.

[Continued on following pages.]

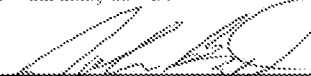
IN WITNESS WHEREOF, Grantors and Administrative Agent have caused this Trademark Security Agreement to be duly executed by their respective officers thereunto as of the date first set forth above.

GRANTORS:

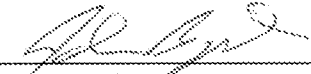
MANSFIELD ENERGY CORP.

By 
Name: John Byrd
Title: Chief Financial Officer

MANSFIELD OIL COMPANY OF
GAINESVILLE, INC.

By 
Name: John Byrd
Title: Chief Financial Officer

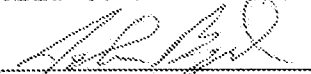
MANSFIELD SYSTEMS, INC.

By 
Name: John Byrd
Title: Chief Financial Officer

MANSFIELD POWER AND GAS, LLC

By 
Name: John Byrd
Title: Chief Financial Officer

MANSFIELD OF CANADA, ULC

By 
Name: John Byrd
Title: Executive Vice President

[TRADEMARK SECURITY AGREEMENT]

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: *Eric A. Anderson*

Name: Eric A. Anderson

Title: Authorized Officer

[MANSFIELD - TRADEMARK SECURITY AGREEMENT]

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

Entity	Jurisdiction	Trademark	Serial No./Registration No	Application Date/Registration Date
Mansfield Oil Company of Gainesville, Inc.	USA	COLDPRO	77/802,040 3,948,548	August 11, 2009 April 19, 2011
Mansfield Oil Company of Gainesville, Inc.	USA	 (M & design)	77/207,346 3,604,899	June 15, 2007 April 14, 2009
Mansfield Oil Company of Gainesville, Inc.	USA	MANSFIELD	77/207,342 3,397,642	June 15, 2007 March 18, 2008
Mansfield Oil Company of Gainesville, Inc.	USA	 (M & design)	77/207,340 3,384,613	June 15, 2007 February 19, 2008
Mansfield Oil Company of Gainesville, Inc.	USA	MANSFIELD	77/207,336 3,397,641	June 15, 2007 March 18, 2008
Mansfield Oil Company of Gainesville, Inc.	USA	GAS-TO-GALLONS	85574353 4621554	March 20, 2012 October 14, 2014
Mansfield Oil Company of Gainesville, Inc.	USA	BLUE LEAF	86019482	July 25, 2013 October 14, 2014
Mansfield Oil Company of Gainesville, Inc.	USA	ARSENAL	85/096,539 4,050,365	July 30, 2010 November 1, 2011
Mansfield Oil Company of Gainesville, Inc.	USA	TORPEDO	85/253,310 4,028,806	February 28, 2011 September 20, 2011
Mansfield Oil Company of Gainesville, Inc.	USA	TANK ARMOUR	85/433,675 4,149,586	September 28, 2011 May 29, 2012
Mansfield Oil Company of Gainesville, Inc.	USA	DRY TANK	86/294398 5129440	May 29, 2014 January 24, 2017
Mansfield Oil Company of Gainesville, Inc.	USA	CLEAN 365	86261664 5137913	February 7, 2017
Mansfield Oil Company of Gainesville, Inc.	USA	ENTINUUM	86091767 4626170	October 21, 2014

Schedule 1 to Trademark Security Agreement

**TRADEMARK
REEL: 006050 FRAME: 0211**

Mansfield Oil Company of Gainesville, Inc.	USA	FIRST+AID	86289138 5105418	December 20, 2016
Mansfield Oil Company of Gainesville, Inc.	USA	FUEL-ALL	85710225 4334117	May 14, 2013
Mansfield Oil Company of Gainesville, Inc.	USA	FUELNET	85684070 4337657	May 21, 2013
Mansfield Oil Company of Gainesville, Inc.	USA	FUELScore	86648892	Pending
Mansfield Oil Company of Gainesville, Inc.	USA	G2G	85574352 4522491	April 29, 2014
Mansfield Oil Company of Gainesville, Inc.	USA	GENPRO	77802033 4150524	May 29, 2012
Mansfield Oil Company of Gainesville, Inc.	USA	SKYBLU	85526050 4564599	July 8, 2014
Mansfield Oil Company of Gainesville, Inc.	USA	SKYBLU	85979044 4351697	June 11, 2013
Mansfield Oil Company of Gainesville, Inc.	USA	TANKPRO	86330647 4791819	August 11, 2015

Schedule 1 to Trademark Security Agreement