

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM439227

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT		06/27/2017	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SummitBridge National Investments V LLC		
<b>Street Address:</b>	1700 Lincoln Street, Suite 2150		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80203		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4122522	ECOLLECTIVE	
<b>Registration Number:</b>	4122473	ECOLLECTIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158511420		
	<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>	215-241-7992		
<b>Email:</b>	phlipdocketing@reedsmith.com, karmellino@reedsmith.com		
<b>Correspondent Name:</b>	Matthew P. Frederick		
<b>Address Line 1:</b>	1717 Arch Street, Suite 3100		
<b>Address Line 2:</b>	Reed Smith LLP		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Matthew P. Frederick		
<b>SIGNATURE:</b>	/Matthew P. Frederick/		
<b>DATE SIGNED:</b>	08/14/2017		
<b>Total Attachments: 8</b>			
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## ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This Assignment of Trademark Security Agreement (this "Trademark Assignment") is made and entered into this June 27, 2017, by and among SummitBridge National Investments V LLC, a Delaware limited liability company ("Assignee"), Bank of America, N.A., as Administrative Agent ("Assignor"), and ECS Refining, LLC, a Delaware limited liability company, formerly known as ECS Refining Texas, LLC (the "Company").

**WHEREAS**, this Trademark Assignment is being entered for good and valuable consideration in connection with the transactions contemplated by the Assignment and Assumption dated March 29, 2017 (the "Assignment and Assumption"), by and among the Assignee and Assignor;

**WHEREAS**, the Company and Assignor were parties to that certain Credit Agreement dated as of February 6, 2012, by and between the Company and Assignor, which was amended by that certain First Amendment to Credit Agreement and Waiver dated as of April 30, 2013, which was further amended by that certain Second Amendment to Credit Agreement dated as of January 29, 2014, and which was further amended by that Third Amendment to Credit Agreement and Waiver Thereunder dated as of April 24, 2015 (as amended, the "Credit Agreement"), and Assignor has sold and assigned to Assignee all of Assignor's rights and obligations under the Credit Agreement and related documents;

**WHEREAS**, the Company and Assignor are party to that certain Trademark Security Agreement dated as of February 6, 2012 (the "**Trademark Security Agreement**"), pursuant to which the Company granted to Assignor a security interest in all trademarks, trade names, trade styles, service marks, all prints and labels on which said trademarks, trade names, trade styles and service marks appear, have appeared, or will appear, and all designs and general intangibles of a like nature, all applications, registrations, and recordings relating to the foregoing in the United States Patent and Trademark Office (as further defined therein, the "**Collateral**"), as collateral security for the prompt and complete payment and performance in full of all of the Obligations of the Company (as defined in the Trademark Security Agreement); and

**WHEREAS**, Assignor has transferred to Assignee its right, title and interest in the security interest in the Collateral granted to Assignor by the Company pursuant to the Trademark Security Agreement.

NOW, THEREFORE,

1. In connection with the transactions contemplated by the Assignment and Assumption, Assignor does hereby assign, transfer and convey to Assignee and its successors and assigns, Assignor's entire right, title and interest in and to (i) the security interest granted to it by the Company in and to the Collateral under the Trademark Security Agreement and (ii) all of Assignor's rights and interests under the Trademark Security Agreement.

2. This Trademark Assignment is subject to all the terms and conditions of the Assignment and Assumption. Other than as set forth herein, no provision of this Trademark Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Trademark Security Agreement, the Assignment and Assumption, or the Credit Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Assignment and Assumption, the terms and conditions of the Assignment and Assumption shall control.

3. Following the execution of this Trademark Assignment by Assignor and Assignee, (a) Assignee shall be a party to the Trademark Security Agreement and, to the extent of the interest assigned pursuant to this Trademark Assignment, have the rights and obligations of the Administrative Agent thereunder, and (b) Assignor shall, to the extent of the interest assigned pursuant to this Trademark Assignment, relinquish its rights and be released from its obligations under the Trademark Security Agreement.

4. The Company consents to the assignment set forth in this Trademark Assignment.

5. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any country foreign to the United States, to record Assignee as the assignee of the Collateral issued in the United States or issued or registered in any corresponding jurisdiction. Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment to Assignee, or any assignee or successor thereto.

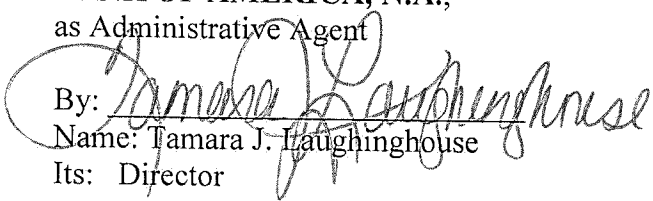
6. This Trademark Assignment may be executed in any number of counterparts and by different parties to this Trademark Assignment on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission or scanned and emailed shall be deemed to be an original signature hereto.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be signed by its duly authorized officer.

ASSIGNOR:

**BANK OF AMERICA, N.A.,**  
as Administrative Agent

By:   
Name: Tamara J. Laughinghouse  
Its: Director

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of North Carolina  
County of Mecklenburg

On July 25, 2017 \_\_\_\_\_ before me, Kimberly H. Blackwelder, Notary Public  
(here insert name and title of the officer)

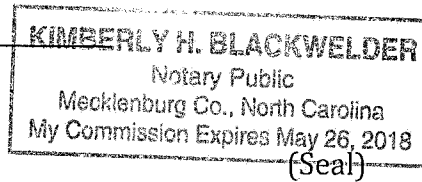
personally appeared Tamara J. Laughinghouse \_\_\_\_\_  
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kimberly H. Blackwelder



ASSIGNEE:

**SUMMITBRIDGE NATIONAL INVESTMENTS V LLC**

By: 

Name: Scott Silvers

Its: Authorized Signatory

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ New York  
County of New York

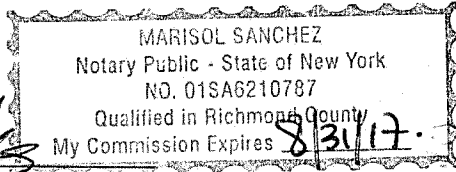
On July 18, 2017 before me, Marisol Sanchez, Notary Public  
(here insert name and title of the officer)  
personally appeared SCOTT SILVERS  
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Marisol Sanchez




(Seal)



Acknowledged and agreed.

COMPANY:

ECS REFINING, LLC

By:   
Name: J. James Willis  
Its: CFO

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of SAN JOAQUIN

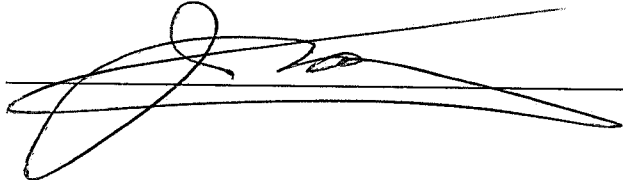
On JUNE 27, 2017 before me, JASON LEGASPI, A NOTARY PUBLIC  
(here insert name and title of the officer)

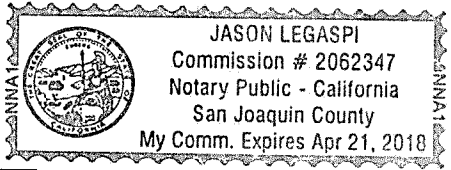
personally appeared JAMES WILKS  
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



(Seal)