

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444396

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EDPO, LLC		09/22/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, as administrative agent		
Street Address:	10 S. Wacker Drive, 16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4291884	DASSEL'S PETROLEUM, INC.	
Registration Number:	4291885	DASSEL'S PETROLEUM, INC.	
Registration Number:	4128760	DASSEL'S	
Registration Number:	4128761	DASSEL'S	
CORRESPONDENCE DATA			
Fax Number:	3122076400		
<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:	312-207-1000		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	David F. Hayes		
Address Line 1:	Reed Smith, LLP		
Address Line 2:	10 South Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	David F. Hayes		
SIGNATURE:	/David F. Hayes/		
DATE SIGNED:	09/25/2017		
Total Attachments: 4			
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OP \$115.00 4291884

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, EDPO, LLC, a Delaware limited liability company (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of September 22, 2017 (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) by and between Wells Fargo Bank, National Association, as administrative agent (the “**Administrative Agent**”), the several financial institutions party thereto as Lenders, EDPO, LLC, a Delaware limited liability company (“**Borrower**”) and the other Credit Parties party thereto, Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend credit to Borrower. Each term used herein but not otherwise defined herein shall have the meaning assigned to such term in the Credit Agreement;

WHEREAS, Borrower may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Swap Agreements**”) with one or more Persons that are Administrative Agent, Affiliates of Administrative Agent, a Lender or Affiliates of a Lender at the time such Lender Swap Agreements are entered into (in such capacity, collectively, “**Swap Counterparties**”); and

WHEREAS, pursuant to the terms of that certain Second Amended and Restated Security Agreement dated as of September 22, 2017 (as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, Administrative Agent and the other grantors named therein, Grantor has created in favor of Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, and Administrative Agent has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Administrative Agent, for the ratable benefit of the Secured Parties, pursuant to the Security Agreement, Grantor hereby grants to Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied

for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent, for the ratable benefit of the Secured Parties, with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

GRANTOR:

EDPO, LLC, a Delaware limited liability company

By: 

Name: Mark A. Janek

Title: Chief Financial Officer

[Signature Page to Grant of Trademark Security Interest]

TRADEMARK
REEL: 006160 FRAME: 0773

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
EDPO, LLC (as successor by assignment to Dassel's Petroleum, Inc.)	The mark consists of the words "DASSEL'S" underlined over the words "PETROLEUM, INC." with a flame and drop after the wording.	4291884	February 19, 2013
EDPO, LLC (as successor by assignment to Dassel's Petroleum, Inc.)	The mark consists of the words "DASSEL'S" underlined over the words "PETROLEUM, INC." with a flame and drop after the wording.	4291885	February 19, 2013
EDPO, LLC (as successor by assignment to Dassel's Petroleum, Inc.)	DASSEL'S. The mark consists of standard characters without claim to any particular font style, size, or color.	4128760	April 17, 2012
EDPO, LLC (as successor by assignment to Dassel's Petroleum, Inc.)	DASSEL'S. The mark consists of standard characters without claim to any particular font style, size, or color.	4128761	April 17, 2012