

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM450538

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRICON INTERNATIONAL, LTD. (D/B/A TRICON ENERGY LTD., composed of Tricon Energy, Inc., a Texas corporation)		11/07/2017	Corporation: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.
<b>Street Address:</b>	1251 Avenue of the Americas
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10020-1104
<b>Entity Type:</b>	BANK: JAPAN

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
<b>Serial Number:</b>	86290897	
<b>Registration Number:</b>	4601483	ADDING A WORLD OF VALUE
<b>Registration Number:</b>	4638473	ECO-TRICONNYL
<b>Registration Number:</b>	4597225	
<b>Registration Number:</b>	4601481	TRICHEM GROUP
<b>Registration Number:</b>	4115129	TRICOLENE
<b>Registration Number:</b>	4597142	TRICON
<b>Registration Number:</b>	4601482	TRICON
<b>Registration Number:</b>	2692226	TRICON ENERGY
<b>Registration Number:</b>	4615286	TRICONNYL

## CORRESPONDENCE DATA

Fax Number: 8043447999

*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: 804-788-8331

Email: HWRTM@HUNTON.COM

Correspondent Name: Stephen P. Demm, Hunton &amp; Williams LLP

TRADEMARK

**Address Line 1:** 951 East Byrd Street  
**Address Line 4:** Richmond, VIRGINIA 23219-4074

<b>ATTORNEY DOCKET NUMBER:</b>	77542.000006
<b>NAME OF SUBMITTER:</b>	Stephen P. Demm
<b>SIGNATURE:</b>	/Stephen P. Demm/
<b>DATE SIGNED:</b>	11/10/2017

**Total Attachments: 4**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of November 7, 2017, is made by TRICON INTERNATIONAL, LTD. (D/B/A TRICON ENERGY LTD.) (the “Grantor”), in favor of THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., as administrative agent (together with any successor Administrative Agent appointed pursuant to Section 10.6 of the Credit Agreement, in such capacity the “Administrative Agent”) on behalf of and for the ratable benefit of the Secured Parties (as defined in the Credit Agreement (as defined below)).

RECITALS

WHEREAS, pursuant to the Uncommitted Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Tricon International, Ltd. (d/b/a Tricon Energy Ltd.), a Texas limited partnership (“Tricon Energy”), as a borrower and the Borrowers’ Agent (as defined therein), the Additional Borrowers from time to time party thereto (together with Tricon Energy, each, a “Borrower” and, collectively, the “Borrowers”), the several banks and other financial institutions or entities from time to time party thereto (the “Lenders”), the issuing lenders from time to time party thereto (the “Issuing Lenders”) and the Administrative Agent, the Lenders may from time to time make Loans (as defined in the Credit Agreement) to, and to participate in Letters of Credit (as defined in the Credit Agreement) issued on behalf of, and the Issuing Lenders may issue Letters of Credit for the account of, on behalf of the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor and the other grantors thereunder have executed and delivered a Security Agreement, dated as of the date hereof, in favor of the Administrative Agent on behalf of and for the ratable benefit of the Secured Parties (as amended, supplemented, restated or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent a security interest in, inter alia, certain Intellectual Property, including those Trademarks set forth on Exhibit A that constitute Collateral; and

NOW, THEREFORE, in consideration of the premises, and to induce the Lenders, the Issuing Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers and to participate in Letters of Credit under the Credit Agreement, and the Issuing Lenders to issue Letters of Credit under the Credit Agreement, and for other good, fair and valuable consideration and reasonably equivalent value, the receipt and sufficiency of which are hereby acknowledged by the Grantor, the Grantor hereby agrees with the Administrative Agent on behalf of and for the ratable benefit of the Secured Parties as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement, as applicable.

2. Grant of Security Interest for Obligations. The Grantor hereby grants a continuing security interest in, all of the Grantor's right, title and interest in, to and under the Trademarks constituting Collateral (including those items listed on Exhibit A hereto and all goodwill related thereto) (collectively, the "Trademark Collateral"), to the Administrative Agent, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Administrative Agent 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

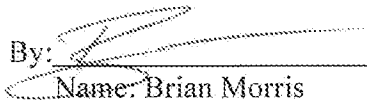
6. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

[Remainder of page intentionally left blank]

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

TRICON INTERNATIONAL, LTD.

By: Tricon Energy, Inc., general partner

By:   
Name: Brian Morris  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006202 FRAME: 0500**

**TRADEMARKS**

<b>Serial No. or Registration No.</b>	<b>Issue or File Date (Renewal Date, if Applicable)</b>	<b>Mark</b>
4,601,483	09/09/2014	ADDING A WORLD OF VALUE
4,638,473	11/11/2014	ECO-TRYCONNYL
4,597,225	09/02/2014	TRIANGLE LOGO
4,601,481	09/09/2014	TRICHEM GROUP
4,115,129	03/20/2012	TRICOLENE
4,597,142	09/02/2014	TRICON
4,601,482	09/09/2014	TRICON & Triangle Logo
2,692,226	03/04/2003	TRICON ENERGY
4,615,286	09/30/2014	TRICONNYL

**TRADEMARK LICENSES**

<b>Serial No. or Registration No.</b>	<b>Owner</b>	<b>Issue or File Date (Renewal Date, If Applicable)</b>	<b>Mark</b>
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**TRADEMARK APPLICATIONS**

<b>Serial Number</b>	<b>Filing Date</b>	<b>Mark</b>
86/290,897	5/23/2014	HEARTBEAT AND SKYLINE LOGO