

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456254

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LYKINS COMPANIES, INC.		12/22/2017	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION, as Administrative Agent		
<b>Street Address:</b>	425 WALNUT STREET		
<b>Internal Address:</b>	14TH FLOOR		
<b>City:</b>	CINCINNATI		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5180623	LYKINS ENERGY SOLUTIONS	
<b>Registration Number:</b>	5170913	POWERED BY LIFE.	
<b>Registration Number:</b>	4900394	LYKINS ENERGY SOLUTIONS	
<b>Registration Number:</b>	4900390	LYKINS ENERGY SOLUTIONS	
<b>Registration Number:</b>	4612601	LYKINS ECO SUPREME PREMIUM DIESEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2025339099		
<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>	202-467-8800		
<b>Email:</b>	jspiantanida@vorys.com		
<b>Correspondent Name:</b>	VORYS, SATER, SEYMOUR AND PEASE LLP		
<b>Address Line 1:</b>	P.O. BOX 2255 -- IPLAW@VORYS		
<b>Address Line 2:</b>	ATTN: TANYA MARIE CURCIO		
<b>Address Line 4:</b>	COLUMBUS, OHIO 43216-2255		
<b>ATTORNEY DOCKET NUMBER:</b>	024317-15/TSA		
<b>NAME OF SUBMITTER:</b>	Julie S. Piantanida		
<b>SIGNATURE:</b>	/julie piantanida/		
<b>DATE SIGNED:</b>	12/29/2017		

CH \$140.00 5180623

**Total Attachments: 11**

source=Trademark Security Agreement (Amendment and Restatement) - Lykins#page1.tif

source=Trademark Security Agreement (Amendment and Restatement) - Lykins#page2.tif

source=Trademark Security Agreement (Amendment and Restatement) - Lykins#page3.tif

source=Trademark Security Agreement (Amendment and Restatement) - Lykins#page4.tif

source=Trademark Security Agreement (Amendment and Restatement) - Lykins#page5.tif

source=Trademark Security Agreement (Amendment and Restatement) - Lykins#page6.tif

source=Trademark Security Agreement (Amendment and Restatement) - Lykins#page7.tif

source=Trademark Security Agreement (Amendment and Restatement) - Lykins#page8.tif

source=Trademark Security Agreement (Amendment and Restatement) - Lykins#page9.tif

source=Trademark Security Agreement (Amendment and Restatement) - Lykins#page10.tif

source=Trademark Security Agreement (Amendment and Restatement) - Lykins#page11.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of December 22, 2017 (the “Effective Date”), is made by and between LYKINS COMPANIES, INC., an Ohio corporation (“Pledgor”), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, as administrative agent (the “Administrative Agent”) for the benefit of the Secured Parties (as defined in the Financing Agreement (as defined below)).

### RECITALS:

WHEREAS, it is a condition of that certain Amended and Restated Financing Agreement by and among Pledgor, the other Credit Parties from time to time party thereto, the Administrative Agent and the Lenders and the LC Issuers from time to time party thereto (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “Financing Agreement”), that Pledgor enter into this Agreement. Capitalized terms used, but not defined, in this Agreement shall have the meanings ascribed to such terms in the Financing Agreement.

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

1. Definitions. As used herein, the following terms shall have the following meanings:

“Licenses” shall mean any license agreement with any other party, whether Pledgor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule A attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Pledgor and now or hereafter covered by such licenses.

“PTO” shall mean the United States Patent and Trademark Office.

“Secured Obligations” means, collectively, the Obligations, including, without limitation, all Banking Services Obligations and all Secured Swap Obligations, and the liabilities, obligations and indebtedness owing by Pledgor hereunder, but excluding, for the avoidance of doubt, all Excluded Swap Obligations.

“Trademark Collateral” shall mean, with respect to Pledgor, collectively, all of Pledgor’s existing and future (a) Trademarks; (b) Licenses; (c) all of the goodwill of Pledgor’s business, including, but not limited to, all goodwill connected with and symbolized by the Trademarks; and (d) proceeds of any of the foregoing.

“Trademarks” shall mean any registered trademark, trademark registration, trade name and trademark application, registered service mark, service mark registration, service name and service mark application, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) renewals thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payment for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment and performance of all of the Secured Obligations, Pledgor hereby agrees that the Administrative Agent shall at all times have, and hereby grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest and Lien in all of the Trademark Collateral, including (without limitation) all of Pledgor's future Trademark Collateral, irrespective of any lack of knowledge by the Administrative Agent or the other Secured Parties of the creation or acquisition thereof.

3. Representations and Warranties. Pledgor represents and warrants to the Administrative Agent and the other Secured Parties on the Effective Date, and Pledgor thereafter represents and warrants on any date on which representations or warranties are made or remade under the Financing Agreement to the Administrative Agent and the other Secured Parties, that:

(a) Pledgor owns all of the Trademark Collateral and, whether the same are registered or unregistered, no such Trademark Collateral has been adjudged invalid or unenforceable;

(b) Pledgor has no knowledge of any claim that the use of any of the Trademark Collateral does or may violate the rights of any Person;

(c) Except for Permitted Liens, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark Collateral, free and clear of any liens, charges and encumbrances, including without limitation, pledges, assignments, licenses (except for any licenses of point-of-sale software in the ordinary course of business), registered user agreements (other than customary user agreements relating to licenses with respect to which Pledgor is a licensee) and covenants by Pledgor not to sue third Persons;

(d) Pledgor has full corporate power and authority to grant to the Administrative Agent the security interest in such Trademark Collateral pursuant hereto;

(e) The execution and delivery by Pledgor of this Agreement have been duly authorized by proper corporate proceedings, and this Agreement constitutes a legal, valid and binding obligation of Pledgor and creates a security interest which is enforceable against Pledgor in all Trademark Collateral it now owns or hereafter acquires, except as enforceability may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally;

(f) Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Trademark Collateral, except where the failure to do so will not have a Material Adverse Effect; and

(g) Pledgor is the true and lawful owner or licensee of the Trademarks listed on Schedule A attached hereto and made a part hereof, and that said listed Trademarks constitute all the marks registered in the PTO that Pledgor now owns or uses in connection with its business, other than any such marks which are (i) owned but not used and (ii) not material to its business. Pledgor represents and warrants that it owns or is licensed to use all Trademarks that it uses, and that the registrations listed on Schedule A are each registered in the name of Pledgor. Pledgor further warrants that it is not aware of any third party claim that any aspect of Pledgor's present or contemplated business operations infringes or will infringe any registered trademark or registered service mark in a manner which would reasonably be expected to have a Material Adverse Effect.

4. Further Assignment Prohibited. Except as permitted under the Financing Agreement, Pledgor shall not (a) enter into any agreement that is inconsistent with Pledgor's obligations under this

Agreement or (b) otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Trademark Collateral (except for any licenses of point-of-sale software in the ordinary course of business) other than in the ordinary course of business consistent with past practice without the Administrative Agent's prior written consent, which shall not be unreasonably withheld. Absent such prior written consent, any such attempted sale or license is null and void.

5. [Reserved]

6. Standard Trademark Use. Pledgor shall not knowingly use the Trademark Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall further conform its usage of any material trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, <sup>TM</sup>, and <sup>SM</sup> where appropriate, except where the failure to do so would not have a Material Adverse Effect.

7. Event of Default. If an Event of Default shall occur and be continuing, Pledgor hereby irrevocably authorizes and empowers the Administrative Agent, on behalf of and for the benefit of the Secured Parties, to terminate Pledgor's use of the Trademark Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, the Administrative Agent may, and at the Required Lenders' direction shall, sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, at any time and from time to time, any of the Trademark Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Trademark Collateral all reasonable expenses (including reasonable attorney's fees and expenses and reasonable brokers' fees), the Administrative Agent shall apply such proceeds as provided in the Financing Agreement. Pledgor hereby waives notice of the time and place of any public sale occurring during the continuance of an Event of Default or the time after which any private sale or other disposition of all or any part of the Trademark Collateral may be made during the continuance of an Event of Default. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Borrower Representative, addressed as set forth in the Financing Agreement, at least ten days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. At any such sale or other disposition, the Administrative Agent and any other Secured Party may, to the extent permissible under applicable law, purchase all or any part of the Trademark Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

8. Termination. Upon Payment in Full of the Obligations, this Agreement shall terminate and the Administrative Agent shall execute and deliver to Pledgor, at Pledgor's sole expense, all deeds, assignments, and other instruments as Pledgor shall reasonably request to evidence the release of the Administrative Agent's security interest in the Trademark Collateral in connection with such termination, subject to any disposition thereof that may have been made by the Administrative Agent pursuant hereto; provided, however, that the provisions of the Financing Agreement shall survive any termination of this Agreement in accordance with Section 11.5 of the Financing Agreement.

9. Maintaining Trademark Collateral, Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Trademark Collateral, provided that Pledgor shall not be obligated to maintain any Trademark Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Trademark Collateral is no longer material to Pledgor's business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorney's fees and expenses incurred by the Administrative Agent and the other Secured Parties in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents

(including all taxes in connection therewith) in public offices, the payment or discharge of any material taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Pledgor, within ten (10) days of demand by the Administrative Agent, and, until so paid, shall be added to the principal amount of the Secured Obligations.

10. Pledgor's Obligation to Prosecute. Except as otherwise agreed to by the Administrative Agent in writing, unless Pledgor determines in the reasonable business judgment of Pledgor that the maintenance of such collateral is no longer necessary, Pledgor shall have the duty to prosecute diligently any trademark application pending as of the Effective Date or thereafter until the Payment in Full of the Obligations, and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Trademark Collateral, including, but not limited to, payment of any maintenance fees. Any reasonable expenses incurred by the Administrative Agent or any other Secured Party in connection with the Trademark Collateral shall be borne by Pledgor. Pledgor shall not abandon any Trademark Collateral without the prior written consent of the Administrative Agent or the Required Lenders, unless such abandonment will not have a material adverse effect on Pledgor or such abandonment is in connection with the abandonment of a product or product line.

11. The Administrative Agent's Rights to Enforce. Pledgor shall have the right, but not the obligation, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademark Collateral. The Administrative Agent shall have the right, but shall have no obligation unless so directed by the Required Lenders, to join in any such action during the existence of an Event of Default; provided that at all times Pledgor shall retain the right to direct, control and resolve its own participation in such litigation. Pledgor shall promptly, and in any event within ten (10) days of demand, reimburse and indemnify the Administrative Agent and the other Secured Parties for all damages, reasonable costs and expenses, including reasonable attorney's fees and expenses incurred by the Administrative Agent or the other Secured Parties in connection with the provisions of this Section 11, in the event the Administrative Agent elects, or is directed by the Required Lenders, to join in any such action commenced by Pledgor.

12. Power of Attorney. Pledgor hereby authorizes and empowers the Administrative Agent, on behalf of the Secured Parties, to make, constitute and appoint any officer or agent of the Administrative Agent as the Administrative Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, after the occurrence and during the continuance of an Event of Default, with the power to endorse Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Trademark Collateral, or to grant or issue any exclusive or nonexclusive license under the Trademark Collateral to any third party, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. The Administrative Agent's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement, the Administrative Agent may, but shall not have any obligation to unless so directed by the Required Lenders, after reasonable notice to Pledgor, do so in Pledgor's name or in the Administrative Agent's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse the Administrative Agent and the other Secured Parties on demand in full for all reasonable expenses, including reasonable attorney's fees and expenses, incurred by the Administrative Agent or the other Secured Parties in protecting, defending and maintaining the Trademark Collateral.

14. Additional Documents. Pledgor shall, upon written request of the Administrative Agent, enter into such additional documents or instruments as may be reasonably required by the Administrative Agent in order to effectuate, evidence or perfect the Administrative Agent's and the other Secured Parties' respective interests in the Trademark Collateral as evidenced by this Agreement.

15. New Trademark Collateral. If, before the Payment in Full of the Obligations, Pledgor shall obtain rights to any new Trademark Collateral, the provisions of Section 2 and Section 7 hereof shall automatically apply thereto as if the same were identified on Schedule A attached hereto and made a part hereof as of the Effective Date, and Pledgor shall give the Administrative Agent prompt written notice thereof.

16. Modification for New Trademark Collateral. Pledgor hereby authorizes the Administrative Agent to modify this Agreement by amending Schedule A to include any future Trademark Collateral as contemplated by Section 2 and Section 15 hereof and, at the Administrative Agent's request, Pledgor shall execute any documents or instruments reasonably required by the Administrative Agent in order to modify this Agreement as provided in this Section 16; provided that any such modification to Schedule A shall be effective without the signature of Pledgor. Pledgor hereby acknowledges that the Administrative Agent may refile or re-record this Agreement with the PTO, together with any such modification to Schedule A.

17. No Waiver. No course of dealing between or among, as applicable, Pledgor, the Administrative Agent and the other Secured Parties, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any other Secured Party, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. Remedies Cumulative. All of the rights and remedies of the Administrative Agent and the other Secured Parties with respect to the Trademark Collateral, whether established hereby, by the Loan Documents, by any other agreements, by law or in equity, shall be cumulative and may be executed singularly or concurrently.

19. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

20. Modifications. Except as provided in Section 16 hereof, this Agreement may be amended or modified only by a writing signed by Pledgor and the Administrative Agent with the concurrence or at the direction of the Required Lenders. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Financing Agreement, the provisions of this Agreement shall control.

21. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of Pledgor, the Administrative Agent and the other Secured Parties and their respective successors and permitted assigns, except that Pledgor shall not have the right to assign their rights or delegate their obligations under this Agreement or any interest herein, without the prior written consent of the Administrative Agent or as otherwise permitted under the Financing Agreement.

22. Notice. Any notice required or permitted to be given under this Agreement shall be sent

(and deemed received) in the manner and to the addresses set forth in Section 11.1 of the Financing Agreement. Any notice delivered to the Borrower Representative shall be deemed to have been delivered to Pledgor. Pledgor, the Administrative Agent and the other Secured Parties may change the address for service of notice upon it by a notice in writing to the other parties in accordance with this Section 22.

23. GOVERNING LAW; CONSENT TO JURISDICTION. **THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF OHIO, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. PLEDGOR HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR STATE COURT SITTING IN CINCINNATI, OHIO IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND PLEDGOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY OTHER SECURED PARTY TO BRING PROCEEDINGS AGAINST PLEDGOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY PLEDGOR AGAINST THE ADMINISTRATIVE AGENT OR ANY OTHER SECURED PARTY OR ANY AFFILIATE OF THE FOREGOING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN CINCINNATI, OHIO.**

24. Indemnity. Pledgor will reimburse the Administrative Agent and each other Secured Party, on the Administrative Agent or such Secured Party's demand, as applicable, from time to time, for any and all reasonable fees, costs, and reasonable expenses (including, without limitation, the reasonable fees and disbursements of legal counsel) incurred by such Secured Party or the Administrative Agent, as applicable, in administering this Agreement and in protecting, enforcing, or attempting to protect or enforce its rights under this Agreement, together with interest thereon, following notice received by Pledgor, at a rate per annum equal to the Default Rate.

25. Unconditional and Continuing Security Interest. Pledgor's obligations under this Agreement and the granting of a security interest to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, pursuant to this Agreement are unconditional and effective immediately, and (except for obligations surviving indefinitely pursuant to Section 8) those obligations and the security interest so granted shall continue in full effect until terminated pursuant to Section 8, regardless of the lapse of time, regardless of the fact that there may be a time or times when no Secured Obligations are outstanding, regardless of any act, omission, or course of dealing whatever on the part of the Administrative Agent or any other Secured Party, and regardless of any other event, condition, or thing. Without limiting the generality of the foregoing, none of (a) the amount of the Secured Obligations for purposes of this Agreement, (b) Pledgor's obligations under this Agreement, or (c) the security interest granted pursuant to this Agreement shall be diminished or impaired by:

(a) the granting by the Administrative Agent or any other Secured Party of any credit or other financial accommodation to Pledgor, whether or not liability therefor constitutes part of the Secured Obligations, or any failure or refusal of the Administrative Agent or any other Secured Party to grant any other credit or other financial accommodation to Pledgor even if the Administrative Agent or any other Secured Party thereby breaches any duty or commitment to Pledgor or any other Person;



(b) the application by the Administrative Agent or any other Secured Party of credits, payments, or proceeds to any portion of the Secured Obligations;

(c) any extension, renewal, or refinancing of the Secured Obligations, in whole or in part;

(d) any amendment, restatement, or other modification of any kind in, to, or of any Loan Document, or any consent or other indulgence granted to Pledgor, or any waiver of any Event of Default;

(e) any acceptance of security on the Secured Obligations or any part thereof, or any release of any security, whether or not the Administrative Agent or any other Secured Party receives consideration for such release;

(f) any discharge of the Secured Obligations, in whole or in part, under any bankruptcy or insolvency law or otherwise;

(g) the failure of the Administrative Agent or any other Secured Party to make any presentment or demand for payment, to assert or perfect any claim, demand, or interest, or to enforce any right or remedy, or any delay or neglect by the Administrative Agent or any other Secured Party in respect of the Secured Obligations or any part thereof or any security therefor;

(h) any failure to give Pledgor notice of (i) the making of any loan or other credit extension or the terms, conditions, and other provisions applicable thereto, (ii) any dishonor by Pledgor, or (iii) the inaccuracy or incompleteness of any representation, warranty, or other statement made by Pledgor, or

(i) any defense that may now or hereafter be available to Pledgor, whether based on suretyship, impairment of collateral, accord and satisfaction, breach of warranty, breach of contract, failure of consideration, tort, lack of capacity, usury, or otherwise, or any illegality, invalidity, or unenforceability of the Secured Obligations or any part thereof or of any Loan Document.

26. No Setoff. Pledgor hereby (a) waives all now existing or hereafter arising rights to recoup or offset any obligation of Pledgor under this Agreement against any claim or right of Pledgor against the Administrative Agent or any other Secured Party and (b) waives all rights of exoneration now or hereafter arising out of or in connection with this Agreement.

27. JURY TRIAL WAIVER. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER OR THEREUNDER. PLEDGOR (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF PLEDGOR HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT PLEDGOR WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 27.

28. Relationship to Borrower Security Agreement. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or the Lien of the Administrative Agent on, the "Collateral" as defined in the Borrower Security Agreement or the rights or remedies of the Administrative Agent or any other Secured Party respecting the "Collateral." Without

limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, the Administrative Agent, for the benefit of the Secured Parties, under the Borrower Security Agreement or any other Loan Documents, which security interests and other Liens, Pledgor, by this Agreement, acknowledges, reaffirms and confirms to the Administrative Agent.

[Remainder of page intentionally omitted.]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.

**LYKINS COMPANIES, INC.**

By: 

Name: Robert J. Manning

Title: Vice President, CFO and Treasurer

**U.S. BANK NATIONAL ASSOCIATION, as the  
Administrative Agent**

By: \_\_\_\_\_

Troy H. Bell, Vice President

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective  
Date.

LYKINS COMPANIES, INC.

By: \_\_\_\_\_

Name: Robert J. Manning

Title: Vice President, CFO and Treasurer

U.S. BANK NATIONAL ASSOCIATION, as the  
Administrative Agent

By: Troy H. Bell

Troy H. Bell, Vice President

## SCHEDULE A

### Trademarks

Mark	Country	Serial No.	Filing Date	Registration No.	Registration/Application Date
LYKINS ENERGY SOLUTIONS	USA	87147171	08/23/2016	5180623	04/11/2017
POWERED BY LIFE.	USA	87146076	08/23/2016	5170913	03/28/2017
	USA	86475400	12/09/2014	4900394	02/16/2016
	USA	86475114	12/09/2014	4900390	02/16/2016
	USA	86103931	10/29/2013	4612601	09/30/2014

### Trademark Licenses

Third party Licenses from suppliers to use the trademarks and trade identities of said suppliers in the Grantors' ordinary course of business.

Licenses from Grantors to dealers and other third parties to use the trademarks and trade identities of Grantor as the provider or supplier of products or services in the ordinary course of its business.

### Trademark Applications

None.