

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506069

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US SALT, LLC		01/16/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A., AS COLLATERAL AGENT		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1375352	RESINGARD	
Registration Number:	3872205	TNA-5	
Registration Number:	0901665	TX-10	
Registration Number:	2383320		
Registration Number:	2360246	RED CROSS	
Registration Number:	1283540	SALT SENSE	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	18588.015310		
NAME OF SUBMITTER:	Moira Sheehan		

OP \$165.00 1375352

SIGNATURE:	/Moirá Sheehan/
DATE SIGNED:	01/16/2019
Total Attachments: 5 source=Project Nexus - First Lien Trademark Security Agreement (Executed)#page1.tif source=Project Nexus - First Lien Trademark Security Agreement (Executed)#page2.tif source=Project Nexus - First Lien Trademark Security Agreement (Executed)#page3.tif source=Project Nexus - First Lien Trademark Security Agreement (Executed)#page4.tif source=Project Nexus - First Lien Trademark Security Agreement (Executed)#page5.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT

January 16, 2019

WHEREAS, US SALT, LLC, a Delaware limited liability company (herein referred to as the “**Grantor**”) owns or licenses the Trademark Collateral (as defined below);

WHEREAS, US SALT, LLC (the “**U.S. Borrower**”), the other Loan Parties party thereto, the Lenders party thereto, and Citizens Bank, N.A., as Administrative Agent and Collateral Agent, are parties to an Amended and Restated First Lien Credit Agreement dated as of January 16, 2019 (as further amended from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) an Amended and Restated U.S. Guarantee and Collateral Agreement dated as of January 16, 2019 (as further amended and/or supplemented from time to time, the “**Guarantee and Collateral Agreement**”) among the U.S. Borrower, the Guarantors party thereto and Citizens Bank, N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”) and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in substantially all personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee, to secure the Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Pledged Trademark (as defined in the Guarantee and Collateral Agreement) owned by the Grantor, including, without limitation, each Pledged Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Pledged Trademark; provided that no security interest shall be granted in any U.S. intent-to-use trademark applications 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 applications under applicable federal law; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Pledged Trademark owned by the Grantor (including, without limitation, any Pledged Trademark identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof,

with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Guarantee and Collateral Agreement or the Credit Agreement, the Grantor agrees not to sell, exchange, assign or otherwise transfer or dispose of, or mortgage or otherwise encumber, any of the Trademark Collateral.


The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Notwithstanding the foregoing and notwithstanding the occurrence of an Event of Default, the Collateral Agent hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to all Trademark Collateral are subject to any license agreement or other commercial agreement of a Grantor (with a non-Affiliate counterparty) with respect to such Trademark Collateral if the applicable license agreement or other commercial agreement was in existence on the Closing Date or entered into by such Grantor after the Closing Date in the ordinary course of business or consistent with past practice or otherwise as permitted under any of the Security Documents, including such counterparty's rights, if any, under Section 365(n) of the Bankruptcy Code.

[Signature Pages Follow]

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

US SALT, LLC

By: 
Name: Mike Lenox
Title: Senior Vice President and Chief Financial Officer

Acknowledged:

CITIZENS BANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

SIGNATURE PAGE TO FIRST LIEN U.S. TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006526 FRAME: 0009

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

US SALT, LLC

By: _____
Name:
Title:

Acknowledged:

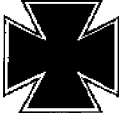
CITIZENS BANK, N.A.,
as Collateral Agent

By:  _____
Name: Ryan Goodband
Title: Managing Director

**Schedule 1
to Trademark
Guarantee and Collateral Agreement**

US SALT, LLC

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
RESINGARD	1,375,352	December 17, 1985
TNA-5	3,872,205	November 9, 2010
TX-10	0,901,665	November 3, 1970
	2,383,320	September 5, 2000
RED CROSS	2,360,246	June 20, 2000
SALT SENSE	1,283,540	June 26, 1984

U.S. TRADEMARK APPLICATIONS

**TRADEMAR
K**

APP. NO.

APP. DATE

N/A