

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498122

<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>
MD America Energy, LLC		11/14/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LOAN ADMIN CO LLC		
<b>Street Address:</b>	2200 Atlantic Street, Suite 501		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06902		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4952218	MD AMERICA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	dctrademarks@dlapiper.com		
<b>Correspondent Name:</b>	David M. Kramer (DLA PIPER LLP (US))		
<b>Address Line 1:</b>	500 8TH ST NW		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	385140-000034		
<b>NAME OF SUBMITTER:</b>	David M. Kramer		
<b>SIGNATURE:</b>	/David M. Kramer/		
<b>DATE SIGNED:</b>	11/14/2018		
<b>Total Attachments: 6</b>			
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**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of November 14, 2018 (this "Security Interest"), is made by MD America Energy, LLC, a Delaware limited liability company (the "Grantor"), in favor of LOAN ADMIN CO LLC, as Collateral Agent for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below), with principal offices at 2200 Atlantic Street, Suite 501, Stamford, CT 06902 (the "Grantee").

**WHEREAS**, the Grantor, the Grantee and the other parties thereto have entered into those certain Credit Agreement, Security Agreement, and Pledge Agreement, each dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Documents"); and

**WHEREAS**, the Credit Documents require the Grantor to execute and deliver this Security Interest.

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Documents, the Grantor hereby agrees as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the definitions given to them in the Credit Documents.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** As security for the prompt and complete payment and performance when due of all of its Secured Obligations, Grantor does hereby grant to the Grantee, for the benefit of the Secured Creditors, a continuing security interest in all of the right, title and interest of such Grantor in, to and under all of the following, or in which or to which such Grantor has any rights, in each case whether now existing or hereafter from time to time acquired (the "Trademark Collateral");

(i) all Trademarks and all licenses providing for the grant by or to such Grantor of any right under any Trademark, in each case, including, without limitation, those referred to on Schedule A hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

As used herein, "Trademarks" shall mean all right, title and interest in and to any trademarks, service marks and trade names now held or hereafter acquired by any Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by any Grantor, which are registered or filed in the United States

Patent and Trademark Office or the equivalent thereof in any state of the United States or any equivalent foreign office or agency, as well as any unregistered trademarks and service marks used by any Grantor and any trade dress including logos, designs, fictitious business names and other business identifiers used by any Grantor; provided that in each case, "Trademarks" shall not include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use application or any registration that issues from such intent-to-use application under applicable federal law.

**SECTION 3. Recordation.** The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

**SECTION 4. Credit Documents.** The assignment made, and security interest granted, pursuant to this Security Interest is made and granted in conjunction with the assignment made, and security interest granted, to the Grantee pursuant to the Credit Documents, and Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the assignment of and security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Documents, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Security Interest and the Credit Documents, the terms of the Credit Documents shall control.

**SECTION 5. Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor remains liable for all duties and obligations arising under or with respect to the Trademark Collateral, and, subject to the exercise of any right or remedy by the Grantee and Grantor further agrees that Grantor shall have full and complete responsibility for any prosecution, defense or enforcement of, or any other action reasonably necessary in connection with, the rights of Grantor with respect to all Trademark Collateral.

**SECTION 6. Counterparts.** This Security Interest may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart hereof by facsimile or electronic transmission shall be as effective as delivery of any original executed counterpart hereof.

**SECTION 7. GOVERNING LAW.** THIS SECURITY INTEREST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES).


**SECTION 8. Miscellaneous.** This Security Interest shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of the Grantee, the future holders of the loans, and their respective successors and assigns. The Grantee may, in accordance with the terms and conditions of the Credit Documents, assign or otherwise transfer all or any portion of its rights and obligations under this Security Interest to any successor, and such successor shall

thereupon become vested with all the benefits in respect hereof granted to the Grantee herein or otherwise, in each case as provided in the Credit Documents. Grantor may not assign or transfer any rights or obligations hereunder without the prior written consent of the Grantee. No amendment of any provision of this Security Interest shall in any event be effective unless the same shall be in writing and signed by Grantor and the Grantee. No waiver of any provision of this Security Interest, or consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Grantee. Each such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In case any provision in or obligation under this Security Interest shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

**[Remainder of Page Intentionally Left Blank; Signatures Follow]**

IN WITNESS WHEREOF, the undersigned have executed this Security Interest as of the date first written above.

MD AMERICA ENERGY, LLC, as Grantor

By:   
Name: Eric Waller  
Title: Chief Executive Officer

*[Signature Page to Trademark Security Agreement (MD America Energy)]*

**TRADEMARK**  
**REEL: 006537 FRAME: 0312**

**LOAN ADMIN CO LLC,**  
as Collateral Agent and Grantee

By:  \_\_\_\_\_  
Name: Sean Chao  
Title: Authorized Signatory

**SCHEDULE A**

**MARK**  
MD America

**REG. NO./APP. NO.**  
4952218

**REG. DATE/APP. DATE**  
May 3, 2016