

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM507991

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MANSFIELD OIL COMPANY OF GAINESVILLE, INC.		11/30/2018	Corporation: GEORGIA
O'ROURKE DIST. CO., LLC		11/30/2018	Limited Liability Company: TEXAS
O'ROURKE MARINE SERVICES, LLC		11/30/2018	Limited Liability Company: TEXAS
SELECT ENVIRONMENTAL, LLC		11/30/2018	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 S. DEARBORN, FLOOR L2, IL1-1145
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3948548	COLDPRO
Registration Number:	3604899	M
Registration Number:	3397642	MANSFIELD
Registration Number:	3384613	M
Registration Number:	3397641	MANSFIELD
Registration Number:	4621554	GAS-TO-GALLONS
Registration Number:	4050365	ARSENAL
Registration Number:	4028806	TORPEDO
Registration Number:	4149586	TANK ARMOR
Registration Number:	5129440	DRY TANK
Registration Number:	5137913	CLEAN 365
Serial Number:	86019482	BLUE LEAF
Registration Number:	4626170	ENTINUUM
Registration Number:	5105418	FIRST+AID

CH \$565.00 3948548

Property Type	Number	Word Mark
Registration Number:	4334117	FUEL-ALL
Registration Number:	4337657	FUELNET
Serial Number:	86648892	FUELScore
Registration Number:	4522491	G2G
Registration Number:	4150524	GENPRO
Registration Number:	4791819	TANKPRO
Registration Number:	4329741	SELECT ENVIRONMENTAL
Registration Number:	4455185	O'ROURKE PETROLEUM A PARTNER YOU TRUST.

CORRESPONDENCE DATA

Fax Number:

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: 6785537308
Email: bartlett@gtlaw.com
Correspondent Name: Greenberg Traurig, LLP
Address Line 1: 3333 Piedmont Road NE
Address Line 2: Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

NAME OF SUBMITTER:	Victoria Bartlett
SIGNATURE:	/s/ Victoria Bartlett
DATE SIGNED:	01/30/2019

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated November 30, 2018, (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, this "Trademark Security Agreement") by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors," and each, individually, "Grantor") and JPMorgan Chase Bank, N.A., in its capacity as administrative agent ("Administrative Agent"). Capitalized terms used but not defined herein shall have the meaning given in the Credit Agreement (as defined below).

WHEREAS, pursuant to (a) that certain Credit Agreement dated as of April 28, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among MANSFIELD OIL COMPANY OF GAINESVILLE, INC., a Georgia corporation, MANSFIELD SYSTEMS, INC., a Georgia corporation, MANSFIELD POWER AND GAS, LLC, a Georgia limited liability company, MANSFIELD OF CANADA, ULC, a Canadian unlimited liability company, O'ROURKE DIST. CO., LLC, a Texas limited liability company, O'ROURKE MARINE SERVICES, LLC, a Texas limited liability company, JLH TRUCKING, LLC, a Texas limited liability company, OFFSITE EQUIPMENT SERVICES, LLC, a Texas limited liability company, and SELECT ENVIRONMENTAL, LLC, a Texas limited liability company, as Borrowers, MANSFIELD ENERGY CORP., a Georgia corporation, as Guarantor, the other Loan Parties party thereto, the Lenders party thereto, and the Administrative Agent and (b) that certain First Amendment to Credit Agreement of even date herewith (the "First Amendment"), by and among the Borrowers, the Guarantor, the other Loan Parties party thereto, the Lenders, and the Administrative Agent, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to Administrative Agent, that certain Pledge and Security Agreement, dated as of April 28, 2017 (including all annexes, exhibits or schedules thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, the Credit Agreement contemplates the execution of this Trademark Security Agreement by the parties hereto and the recordation of this Trademark Security Agreement in accordance with the specific terms of the Credit Agreement;

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

1. Grant of Security Interest. Each Grantor does hereby grant to Administrative Agent a continuing security interest in all of such Grantor's right, title, and interest in and to all of the following (all of the following being herein collectively referred to as the "Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Obligations; provided, however, that no United States intent-to-use trademark or service mark application shall be included in the Collateral 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 or service mark application under applicable law:

(a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (including, without limitation, each trademark listed on Schedule 1 attached hereto), together with (i) all renewals of the foregoing, (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (iii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (iv) all rights corresponding to any of the foregoing throughout the world;

(b) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

(c) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts and other computer materials and records related thereto; and

(d) all products and proceeds of any of the foregoing.

2. Miscellaneous. This security interest is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES PATENT AND TRADEMARK LAWS.** This Trademark Security Agreement shall be binding upon each Grantor, and the trustees, receivers, successors and assigns of any Grantor, including all successors in interest of any Grantor in and to all or any part of the Collateral, and shall benefit Administrative Agent and its successors and assigns. If any provision of this Trademark Security Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Trademark Security Agreement shall not be affected thereby, and this Trademark Security Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. The section

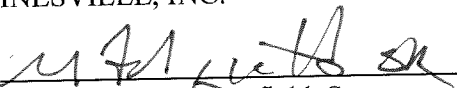
headings appearing in this Trademark Security Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Trademark Security Agreement.

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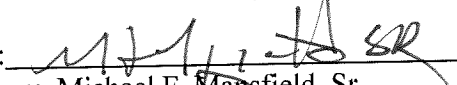
IN WITNESS WHEREOF, Grantors and Administrative Agent have caused this Trademark Security Agreement to be duly executed by their respective officers thereunto as of the date first set forth above.

GRANTORS:

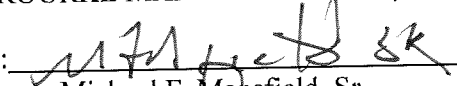
MANSFIELD OIL COMPANY OF
GAINESVILLE, INC.

By: 
Name: Michael F. Mansfield, Sr.
Title: Chief Executive Officer

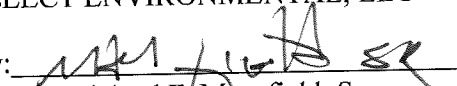
O'ROURKE DIST. CO., LLC

By: 
Name: Michael F. Mansfield, Sr.
Title: Manager

O'ROURKE MARINE SERVICES, LLC

By: 
Name: Michael F. Mansfield, Sr.
Title: Manager

SELECT ENVIRONMENTAL, LLC

By: 
Name: Michael F. Mansfield, Sr.
Title: Manager

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: *Eric Anderson*

Name: Eric Anderson

Title: Authorized Officer

[MANSFIELD—TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006557 FRAME: 0609

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

Entity	Jurisdiction	Trademark	Serial No./Registration No.	Application Date/Registration Date
Mansfield Oil Company of Gainesville, Inc.	USA	COLDPRO	77/802,040 3,948,548	August 11, 2009 April 19, 2011
Mansfield Oil Company of Gainesville, Inc.	USA	(Add)  (M and design)	77/207,346 3,604,899	June 15, 2007 April 14, 2009
Mansfield Oil Company of Gainesville, Inc.	USA	MANSFIELD	77/207,342 3,397,642	June 15, 2007 March 18, 2008
Mansfield Oil Company of Gainesville, Inc.	USA	(Add)  (M and design)	77/207,340 3,384,613	June 15, 2007 February 19, 2008
Mansfield Oil Company of Gainesville, Inc.	USA	MANSFIELD	77/207,336 3,397,641	June 15, 2007 March 18, 2008
Mansfield Oil Company of Gainesville, Inc.	USA	GAS-TO- GALLONS	85574353 4621554	March 20, 2012 October 14, 2014
Mansfield Oil Company of Gainesville, Inc.	USA	BLUE LEAF	86019482	July 25, 2013 October 14, 2014
Mansfield Oil Company of Gainesville, Inc.	USA	ARSENAL	85/096,539 4,050,365	July 30, 2010 November 1, 2011
Mansfield Oil Company of Gainesville, Inc.	USA	TORPEDO	85/253,310 4,028,806	February 28, 2011 September 20, 2011
Mansfield Oil Company of Gainesville, Inc.	USA	TANK ARMOUR	85/433,675 4,149,586	September 28, 2011 May 29, 2012
Mansfield Oil Company of Gainesville, Inc.	USA	DRY TANK	86/294398 5129440	May 29, 2014 January 24, 2017
Mansfield Oil Company of Gainesville, Inc.	USA	CLEAN 365	86261664 5137913	February 7, 2017

Mansfield Oil Company of Gainesville, Inc.	USA	ENTINUUM	86091767 4626170	October 21, 2014
Mansfield Oil Company of Gainesville, Inc.	USA	FIRST+AID	86289138 5105418	December 20, 2016
Mansfield Oil Company of Gainesville, Inc.	USA	FUEL-ALL	85710225 4334117	May 14, 2013
Mansfield Oil Company of Gainesville, Inc.	USA	FUELNET	85684070 4337657	May 21, 2013
Mansfield Oil Company of Gainesville, Inc.	USA	FUELScore	86648892	Pending
Mansfield Oil Company of Gainesville, Inc.	USA	G2G	85574352 4522491	April 29, 2014
Mansfield Oil Company of Gainesville, Inc.	USA	GENPRO	77802033 4150524	May 29, 2012
Mansfield Oil Company of Gainesville, Inc.	USA	TANKPRO	86330647 4791819	August 11, 2015

SERVICE MARKS

Entity	Jurisdiction	Service Mark	Serial No./Registration No.	Application Date/Registration Date
O'Rourke Dist. Co., LLC, f/k/a O'Rourke Dist. Co., Inc.	TX	EMERALD LUBES & DESIGN	800228890	August 18, 2013
O'Rourke Marine Services, LLC, f/k/a O'Rourke Marine Services, L.P., L.L.P.	TX	O'Rourke Marine Services OMS & Design	800808919	June 19, 2007
O'Rourke Dist Co., LLC, f/k/a O'Rourke Dist. Co., Inc.	TX	Total Petroleum Management	5448917	May 15, 1995

Select Environmental, LLC	TX	Select Environmental Petroleum Management An O'Rourke Company We're Not Just A Collector We Are Your Environmental Manager & Design	801054837	April 13, 2009
Select Environmental, LLC	USA	Select Environmental	4329741	May 7, 2013
O'Rourke Dist. Co., LLC, f/k/a O'Rourke Dist. Co., Inc.	USA	O'Rourke Petroleum	4455185	December 24, 2013

ASSUMED NAMES

Entity	Jurisdiction	Registration Number	Assumed Name
Select Environmental, LLC, f/k/a Select Environmental, Inc.	TX	802073584	Select Environmental
O'Rourke Marine Services, LLC, f/k/a O'Rourke Marine Services, L.P., L.L.P.	TX	800778089	O'Rourke Marine Services
O'Rourke Marine Services, LLC, f/k/a O'Rourke Marine Services, L.P., L.L.P.	TX	800778089	OMS