

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521217

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NELLA PROPERTIES, LLC		04/26/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	400 Capital Mall		
Internal Address:	7th Floor		
City:	Sacramento		
State/Country:	CALIFORNIA		
Postal Code:	95814		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2220184	FLYERS	
Registration Number:	2233526	FLYERS	
Registration Number:	2218399	FLYERS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jlandweber@mcguirewoods.com		
Correspondent Name:	Joseph Landweber		
Address Line 1:	Two Embarcadero Center, Suite 1300		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Joseph Landweber		
SIGNATURE:	/JOSEPH LANDWEBER/		
DATE SIGNED:	04/29/2019		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Nella Properties, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) California

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 26, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association

Street Address: 400 Capital Mall, 7th Floor

City: Sacramento

State: California

Country: United States Zip: 95814

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Natl Bnk Assoc. Citizenship United States

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A attached hereto.

B. Trademark Registration No.(s)

See Schedule A attached hereto.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule A attached hereto.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Joseph Landweber

Internal Address: McGuireWoods LLP

Street Address: Two Embarcadero Center, Suite 1300

City: San Francisco

State: California Zip: 94111

Phone Number: 415-490-0853

Docket Number: _____

Email Address: landweber@mcguirewoods.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90.00

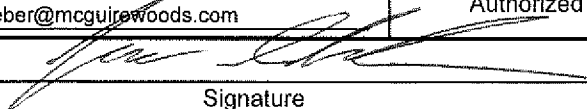
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

April 29, 2019
Date

Joseph Landweber

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Schedule A

Owner	Trademark Description	Registration/ Appl. Number	Registration/ Appl. Date
Flyers, LLC	FLYERS	2,220,184	01/26/1999
Flyers, LLC	FLYERS	2,233,526	03/23/1999
Flyers, LLC	FLYERS	2,218,399	01/19/1999

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, NELLA PROPERTIES, LLC, a California limited liability company (the "Grantor"), owns and uses in its business various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS FLYERS ENERGY GROUP, LLC, a California limited liability company, has entered into that certain Credit Agreement, dated as of April 26, 2019 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), with the lenders party thereto from time to time (the "Lenders"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as the administrative agent for the Lenders (the "Administrative Agent");

WHEREAS the Grantor has entered into that certain Guaranty Agreement, dated as of April 26, 2019 (as amended, restated, amended and restated supplemented and/or otherwise modified from time to time, the "Guaranty"), in favor of the Administrative Agent for the benefit of the Lenders and the other Beneficiaries (as defined therein), pursuant to which the Grantor has guaranteed the prompt payment and performance when due of all obligations of the Borrower under the Credit Agreement and the other Loan Documents and all other Secured Obligations (as defined in the Collateral Agreement referred to below); and

WHEREAS, pursuant to the terms of a Collateral Agreement dated as of April 26, 2019 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Collateral Agreement"), among the Grantor, the Administrative Agent (in such capacity, the "Secured Party") and the other grantors from time to time party thereto, the Grantor has created in favor of the Secured Party a security interest in, and the Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions of the Collateral Agreement, to evidence further the security interest granted by the Grantor to the Secured Party pursuant to the Collateral Agreement, the Grantor hereby grants to the Secured Party a security interest in all of the Grantor's right, title, and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral");

- (i) all right, title, and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the

Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and


(ii) all proceeds, products, rents, and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

The Grantor does hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of April 26, 2019.

NELLA PROPERTIES, LLC
a California limited liability company

By: 
Name: Walter A. Dwelle
Title: Manager

*Signature Page to Grant of Trademark Security Interest
(Nella Properties)*

TRADEMARK
REEL: 006631 FRAME: 0960

Schedule A
to
Grant of Trademark Security Interest

Owner	Trademark Description	Registration/ Appl. Number	Registration/ Appl. Date
Flyers, LLC	FLYERS	2,220,184	01/26/1999
Flyers, LLC	FLYERS	2,233,526	03/23/1999
Flyers, LLC	FLYERS	2,218,399	01/19/1999

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