

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536332

| | | | |
|---|--|---------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| UGI Energy Services, LLC | | 08/13/2019 | Limited Liability Company: PENNSYLVANIA |
| UGI Appalachia, LLC | | 08/13/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Credit Suisse AG, Cayman Islands Branch, as Collateral Agent | | |
| Street Address: | Eleven Madison Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10010 | | |
| Entity Type: | Bank: SWITZERLAND | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4605935 | BIG PINE GATHERING SYSTEM | |
| Registration Number: | 1407945 | GASMARK | |
| Registration Number: | 4636545 | OPEN FLOW ENERGY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004947512 | | |
| <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: | 202-370-4756 | | |
| Email: | ipteam@coagencyglobal.com | | |
| Correspondent Name: | Jay daSilva | | |
| Address Line 1: | 1025 Vermont Ave NW, Suite 1130 | | |
| Address Line 2: | COGENCY GLOBAL INC. | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | 1118104 TM | | |
| NAME OF SUBMITTER: | Karen Cottrell | | |
| SIGNATURE: | /Karen Cottrell/ | | |
| DATE SIGNED: | 08/13/2019 | | |

OP \$90.00 4605935

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 13, 2019 (this "Agreement") among the Persons listed on the signature pages hereof, as Grantors, and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

Reference is made to the Term Loan Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") dated as of August 13, 2019 among UGI Energy Services, LLC ("the Company"), as Grantor, the other Grantors party thereto and the Collateral Agent. The Secured Parties' agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement dated as of August 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company, the lenders from time to time party thereto (collectively, the "Lenders" and each, a "Lender"), Credit Suisse AG, Cayman Islands Branch as administrative agent (in such capacity, the "Administrative Agent"), the Collateral Agent and the other parties thereto. The Grantors are subsidiaries of the Company, will derive substantial benefits from the extension of credit to the Company pursuant to the Credit Agreement and the undersigned Grantors are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings assigned to such terms in the Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement. For purposes of this Agreement, "Trademarks" means all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, business names, fictitious business names and all other source or business identifiers, and all general intangibles of like nature, protected under the laws of the United States or any state or political subdivision thereof, as well as any unregistered trademarks and service marks used by a Grantor, (b) all goodwill symbolized thereby or associated with each of them, (c) all registrations and recordings in connection therewith, including all registration and recording applications filed in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, (d) all renewals of any of the foregoing, (e) all claims for, and rights to sue for, past, present or future infringements or other violations of any of the foregoing, and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements or other violations thereof.

Section 2. Grant of Security Interest. As security for the payment or performance in full when due of the Obligations, including each Guarantee of the Obligations, each Grantor hereby pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured

Parties, a continuing security interest in all of its right, title and interest in or to any and all of the following assets and properties, whether now owned, or at any time hereafter acquired by or arising in favor of such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) All Trademarks, including those listed on Schedule I hereto; and

(b) to the extent not included in the foregoing, all Proceeds and products of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding anything to the contrary in (a) or (b) above, this Agreement shall not constitute a grant of a security interest in any Excluded Property, including any “intent-to-use” trademark applications 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 to the extent that, and solely during the period in which, a grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law.

Section 3. Termination. This Trademark Security Agreement and the security interest granted hereby shall automatically terminate with respect to all of a Grantor’s Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor’s obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such termination or release, the Collateral Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

Section 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject to the Intercreditor Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

Section 7. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when it shall have been executed by the Collateral Agent and when the Collateral Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means (including in .pdf format) shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

UGI Energy Services, LLC,
as a Grantor

By: 

Name: Joseph L. Hartz

Title: President

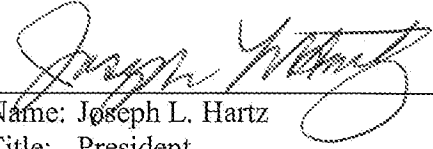
[Signature Page for Trademark Security Agreement]

TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

UGI Appalachia, LLC
as a Grantor

By:


Name: Joseph L. Hartz
Title: President

[Signature Page for Trademark Security Agreement]

TRADEMARK
REEL: 006718 FRAME: 0794

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH,
as Collateral Agent

By: 

Name: John D. Toronto

Title: Authorized Signatory

By: 

Name: D. Andrew Maletta

Title: Authorized Signatory

Schedule I

Short Particulars of U.S. Trademark Collateral

| | <u>Trademark</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Owner</u> |
|----|---------------------------|----------------------------|--------------------------|--|
| 1. | BIG PINE GATHERING SYSTEM | 4605935 | Sept. 16, 2014 | UGI Appalachia, LLC (f/k/a Columbia Midstream Group LLC) |
| 2. | GASMARK | 1407945 | Sept. 2, 1986 | UGI Energy Services, LLC (f/k/a UGI Energy Services, Inc.) |
| 3. | OPEN FLOW ENERGY | 4636545 | Nov. 11, 2014 | UGI Energy Services, LLC |