

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547651

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gibson IP, LLC		10/30/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Prosperity Bank		
Street Address:	7950 Westheimer Road		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77063		
Entity Type:	Chartered Bank: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4122197	EEL REEL	
Registration Number:	4112240	EEL REEL	
Registration Number:	4096564	MAURY	
Registration Number:	5778740	GATE ENERGY	
Registration Number:	5796999	GATE ENERGY	
Registration Number:	5754705	GATE P	
CORRESPONDENCE DATA			
Fax Number:	8323978131		
<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:	7132172891		
Email:	david.rusk@tklaw.com		
Correspondent Name:	David Rusk		
Address Line 1:	811 Main Street		
Address Line 2:	Suite 2500		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	Virginia Parker Pritchett		
SIGNATURE:	/s/ Virginia Parker Pritchett		

OP \$165.00 4122197

DATE SIGNED:	11/01/2019
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Total Attachments: 5

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COLLATERAL ASSIGNMENT OF TRADEMARKS

This COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of October 30, 2019 (“Agreement”), between GIBSON IP, LLC, a Delaware limited liability company (together with its successors and assigns, the “Assignor”), and PROSPERITY BANK (together with its successors and assigns, the “Lender”):

RECITALS:

(1) This Agreement is made pursuant to the Amended and Restated Credit Agreement dated as of June 8, 2018 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”), among (a) GATE HOLDINGS, LLC, a Delaware limited liability company, as the Borrower, (b) GATE ENERGY, INC., a Delaware corporation, as the Parent, (c) GRANT GIBSON, as a Personal Guarantor, (d) the other Persons party thereto as Credit Parties and (e) the Lender.

(2) In connection with the Credit Agreement, the Assignor is a party to the Amended and Restated Pledge and Security Agreement dated as of June 8, 2018 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Assignor, the other grantors named therein and the Lender, pursuant to which the Assignor has granted to the Lender a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Lender as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby collaterally assigns, transfers, conveys and grants to the Lender a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired (but excluding any Excluded Property (as described in the Security Agreement)):

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

- (v) all registrations and recordings with respect to any of the foregoing;
- (vi) all reissues, extensions and renewals of any of the foregoing;
- (vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data;
- (viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;
- (ix) all rights to sue for past, present or future infringements of any of the foregoing;
- (x) all good will related to any of the foregoing;
- (xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and
- (xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Lender primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

[End of text; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

GIBSON IP, LLC, as Assignor

By: 

Name: Grant T. Gibson

Title: Chief Executive Officer

Accepted and acknowledged by:

PROSPERITY BANK, as Lender

By: _____

Name: Chase Zalman

Title: Regional President, Houston Area

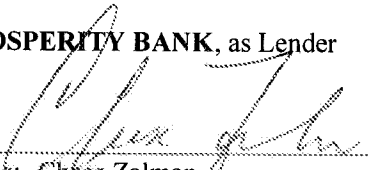
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

GIBSON IP, LLC, as Assignor




By: _____
Name: Grant T. Gibson
Title: Chief Executive Officer

Accepted and acknowledged by:

PROSPERITY BANK, as Lender

By:  _____
Name: Chase Zalman
Title: Regional President, Houston Area

Schedule A
to Collateral Assignment of
Trademarks

<u>Trademark:</u>	<u>Registration Number:</u>	<u>International Class:</u>
EEL REEL	4,122,197	037, 040
EEL REEL (Logo) 	4,112,240	037, 040
MAURY	4,096,564	040
GATE ENERGY	5,778,740	035, 037, 040, 041, 042
GATE ENERGY (Logo) 	5,796,999	035, 037, 040, 041, 042
GATE P (Logo) 	5,754,705	042