

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547708

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Buckeye GP LLC		11/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	ELEVEN MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1602897	BUCKEYE	
Registration Number:	1627640		
Serial Number:	88643903		
Serial Number:	88641523	BUCKEYE	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	MARIE-ALEXIS VALENTE		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	40197/15		
NAME OF SUBMITTER:	MARIE-ALEXIS VALENTE		
SIGNATURE:	/MARIE-ALEXIS VALENTE/		
DATE SIGNED:	11/01/2019		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of November 1, 2019, by Buckeye GP LLC (the “*Grantor*”), in favor of Credit Suisse AG, Cayman Islands Branch, in its capacity as administrative agent and collateral agent (in such capacity, the “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement dated as of November 1, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”) in favor of, *inter alia*, the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

(i) Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meanings given to them in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply, mutatis mutandis, to this Agreement.

(ii) Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Guarantee and Collateral Agreement, did and hereby does, to the extent required by the Guarantee and Collateral Agreement, grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title, and interest in or to any and all of the following assets and properties (to the extent that they are part of the Collateral) now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

(I) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed with and accepted by the United States Patent and Trademark Office, solely to the extent that, and solely during the period for which, the grant of a security interest on “intent-to-use” application prior to such filing would impair the validity or enforceability of, or render void or voidable, or result in the cancellation of, the Grantor’s right, title or interest therein or any trademark or service mark issued as a result of such application under applicable Governmental Requirements), and all renewals thereof, including those listed on Schedule I;

(II) all goodwill associated therewith or symbolized thereby;

(III) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(IV) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement or any other Loan Document, the Trademark Collateral will not include, this Trademark Security Agreement will not constitute a grant of a security interest in and the security interest granted hereunder will not attach to, any Excluded Asset; and provided, further, that in no event shall any Trademark Collateral constituting Principal Property Collateral secure the payment of (i) any Secured Revolving Obligations in an amount in excess of the Principal Property Cap or (ii) any Secured Other Obligations.

(iii) Guarantee and Collateral Agreement. The security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement is granted in furtherance of the security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. The Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of other parties hereto with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

(iv) Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

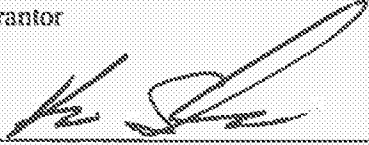
(v) Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

(vi) Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BUCKEYE GP LLC,
as a Grantor



By: _____

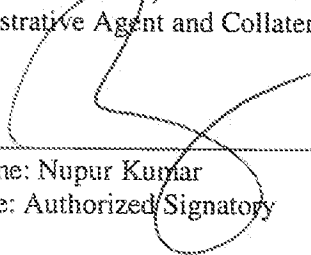
Name: Kevin J. Goodwin


Title: Vice President & Treasurer

{Signature Page - Buckeye GP LLC - Trademark Security Agreement}

TRADEMARK
REEL: 006785 FRAME: 0479

Accepted and Agreed:
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Administrative Agent and Collateral Agent

By: 
Name: Nupur Kumar
Title: Authorized Signatory

By: 
Name: Andrew Griffin
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
BUCKEYE	BUCKEYE GP LLC	73824892	12-Sep- 89	1602897	19-Jun- 90
Design Only	BUCKEYE GP LLC	73824917	12-Sep- 89	1627640	11-Dec- 90
Design Only	BUCKEYE GP LLC	88643903	06-Oct- 2019	N/A	N/A
BUCKEYE	BUCKEYE GP LLC	88641523	03-Oct- 2019	N/A	N/A