

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM551078

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Grant of Security Interest in Patents and Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kian Mezzanine Partners I, L.P.		11/26/2019	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RF Investment Partners SBIC, LP		
<b>Street Address:</b>	501 Madison Ave., Suite 1401		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85740331	FLEETREADY DEF SOLUTIONS	
<b>Registration Number:</b>	3836839	SPATCO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	704-377-8105		
<b>Email:</b>	lbarnes@robinsonbradshaw.com		
<b>Correspondent Name:</b>	Lani Barnes Baxter, Robinson Bradshaw		
<b>Address Line 1:</b>	101 North Tryon Street, Suite 1900		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28246		
<b>NAME OF SUBMITTER:</b>	Lani Barnes Baxter		
<b>SIGNATURE:</b>	/Lani Barnes Baxter/		
<b>DATE SIGNED:</b>	11/26/2019		
<b>Total Attachments: 4</b>			
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**ASSIGNMENT OF GRANT OF SECURITY INTEREST  
IN PATENTS AND TRADEMARKS**

This **ASSIGNMENT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS** (this "Assignment") is entered into by and among Kian Mezzanine Partners I, L.P. ("Lender") and RF Investment Partners SBIC, LP ("Assignee").

**WHEREAS**, Southern Pump & Tank Company, LLC, a North Carolina limited liability company (the "Pledgor") is the owner of the trademarks listed on Schedule A attached hereto, (the "Trademarks"), and is the owner of the patents listed on Schedule A attached hereto (the "Patents");

**WHEREAS**, the Pledgor entered into a Subordinated Loan and Security Agreement (as amended, modified, restated or supplemented from time to time, the "Loan Agreement"), dated as of July 10, 2015, in which the Pledgor agreed with Lender to execute the Grant of Security Interest in Patents and Trademarks ("Security Agreement") recorded with the United States Patent Office on July 13, 2015 at Patent Reel/Frame 036065/0548 and Trademark Reel/Frame 5580/0145.

**WHEREAS**, the Lender has entered into an Assignment and Acceptance Agreement, dated November 26, 2019, in which Lender has agreed to sell and assign to Assignee, all rights under, and its security interest granted to it by, the Security Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby sells, conveys, assigns and transfers to Assignee all rights under, and its security interest grant to it by, the Security Agreement, including without limitation, all of Lender's security interest in the Trademarks and Patents identified on Schedule A hereto. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest originally granted in the Security Agreement, which security interest is now succeeded by, conveyed, assigned and transferred to the Assignee.

This Agreement has been executed and delivered by the Lender and Assignee for the purpose of recording this Assignment with the United States Patent and Trademark Office. The Assignment is provided in connection with the Assignment and Acceptance Agreement and is expressly subject to the terms and conditions thereof.

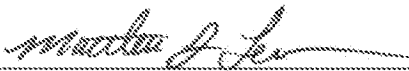
This Assignment may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Assignment by signing and delivering one or more counterparts. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission (including by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

(Signature appears on following page)

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered on this 26th day of November, 2019.

**KIAN MEZZANINE PARTNERS I, L.P.**

By: Kian Mezzanine Partners I GP, LLC, its general partner

By:   
Name: Matthew J. Levenson  
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered on this 26th day of November, 2019.

**RF INVESTMENT PARTNERS SBIC, LP**

By: RE Investment Partners, LLC, its general partner

By: 

Name: Peter Robinson

Title: Managing Member

[Signature Page to Assignment of IP Security Interest]

**TRADEMARK**  
**REEL: 006804 FRAME: 0840**

**SCHEDULE A**  
**TO**  
**GRANT OF SECURITY INTERESTS**  
**IN PATENTS AND TRADEMARKS**

Trademark Registrations and Applications

<u>Owner</u>	<u>Mark</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Filing or Registration Date</u>
Southern Pump & Tank Company, LLC	FLEETREADY DEF SOLUTIONS	85/740,331	US	1-20-2015
Southern Pump & Tank Company, LLC	SPATCO	3836839	US	8-24-2010

Patents and Patent Applications

<u>Owner</u>	<u>Mark</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>
Southern Pump & Tank Company, LLC	DIESEL EXHAUST FLUID STORAGE AND DISPENSING SYSTEMS	12/541,515	US	8-14-2009