

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EAST RIVER ENERGY, INC.		12/20/2019	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, NATIONAL ASSOCIATION		
Street Address:	209 CHURCH STREET		
City:	NEW HAVEN		
State/Country:	CONNECTICUT		
Postal Code:	06510		
Entity Type:	Corporation: CONNECTICUT		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4644044	FUELING THE HOPE	
Registration Number:	5264990	EAST RIVER ENERGY	
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>			
Phone:	860-548-2645		
Email:	cguilmette@uks.com		
Correspondent Name:	JOHN F. WOLTER, ESQUIRE		
Address Line 1:	100 PEARL STREET		
Address Line 2:	UPDIKE, KELLY & SPELLACY, P.C.		
Address Line 4:	HARTFORD, CONNECTICUT 06103		
NAME OF SUBMITTER:	CHRISTINE GUILMETTE		
SIGNATURE:	/CHRISTINE GUILMETTE/		
DATE SIGNED:	02/27/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 20, 2019 (as amended, restated, supplemented or otherwise modified, this "Agreement"), among EAST RIVER ENERGY, INC., a Connecticut corporation (the "Borrower"), each Subsidiary party hereto as of the date hereof (collectively, the "Subsidiaries" and together with the Borrower, the "Grantors") and CITIZENS BANK, NATIONAL ASSOCIATION (the "Lender").

Reference is made to (a) the Credit Agreement, dated as of December 20, 2019 among the Borrower, the Lenders party thereto and the Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of December 20, 2019, by and among the Grantors party thereto and the Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Subsidiary/Affiliate Guarantors have guaranteed Secured Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Lender (and its successors and assigns) a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto,

(c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3 Security Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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.

4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.


5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Connecticut.

[Signature page follows]

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

EAST RIVER ENERGY, INC.

By: _____


Name: Donald M. Merzog
Title: Chief Executive Officer

CITIZENS BANK, N.A.

By: _____

Name: Anthony H. Castellon
Title: Senior Vice President

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

EAST RIVER ENERGY, INC.

By: _____

Name: Donald M. Herzog
Title: President

CITIZENS BANK, N.A.

By: _____

Name: Anthony H. Castellon
Title: Senior Vice President

SCHEDULE I

TRADEMARKS

Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
FUELING THE HOPE	4644044	11/25/14	86194295	2/14/14
EAST RIVER ENERGY	5264990	8/15/17	87280074	12/23/16