

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565259

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRO PETROLEUM LLC		03/04/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ING CAPITAL LLC		
Street Address:	1133 Avenue of Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88312963	STRATEGIC FUEL SERVICES	
Serial Number:	88312975	HELPING REFINE YOUR FUEL NEEDS	
Serial Number:	88283395	PRO PETROLEUM	
Serial Number:	88283408	PRO PETROLEUM	
Serial Number:	88283412		
Serial Number:	88283416	PROPETROLEUM	
CORRESPONDENCE DATA			
Fax Number:	2125046666		
<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:	212-504-6000		
Email:	jennifer.chick@cwt.com		
Correspondent Name:	Cadwalader, Wickersham & Taft LLP		
Address Line 1:	200 Liberty Street		
Address Line 4:	New York, NEW YORK 10281		
ATTORNEY DOCKET NUMBER:	95888.011		
NAME OF SUBMITTER:	Jennifer A. Chick		
SIGNATURE:	/Jennifer A. Chick/		
DATE SIGNED:	03/04/2020		

CH \$165.00 88312963

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 4, 2020, made by PRO PETROLEUM LLC, a Delaware limited liability company (the “Grantor”), in favor of ING CAPITAL LLC, as administrative agent (together with any successor Administrative Agent, the “Administrative Agent”) for the Secured Parties as defined in that certain Credit Agreement, dated as of March 4, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among, *inter alios*, SARATOGA RP EAST LLC, a Delaware limited liability company, the Grantor and SARATOGA RACK MARKETING LLC, a Delaware limited liability company, as borrowers (as may be modified from time to time by adding any Additional Borrower or by removing any Removed Borrower, in each case as defined herein, each, a “Borrower” and collectively the “Borrowers”), the several banks and other financial institutions or entities from time to time parties thereto as lenders (the “Lenders”), the Issuing Lenders from time to time parties thereto (in such capacity, the “Issuing Lenders”) and ING CAPITAL LLC as Administrative Agent.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make or consider making certain loans to the Borrowers and participate or consider participating in LC/CSAs under the Credit Agreement, and the Issuing Lenders have agreed to issue or provide or consider issuing or providing LC/CSAs under the Credit Agreement;

WHEREAS, the Grantor and the other grantors thereunder have executed and delivered an Security Agreement, dated as of March 4, 2020, in favor of the Administrative Agent (as amended, supplemented, restated or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent a security interest in, inter alia, certain Intellectual Property, including those Trademarks set forth on Exhibit A that constitute Collateral; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement, as applicable.

2. Grant of Security Interest for Obligations. The Grantor hereby grants a continuing security interest in, all of such Grantor’s right, title and interest in, to and under the filed, registered, or unregistered Trademarks constituting Collateral and all goodwill related thereto (including, without limitation, those items listed on Exhibit A hereto) and all Proceeds of any of the foregoing (collectively, the “Trademark Collateral”), to the Administrative Agent, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

3. Purpose. This 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 security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

7. Severability. In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the day and year first above written.

PRO PETROLEUM LLC,

as Grantor

By: 
Name: Betty Catherman
Title: Chief Financial Officer

TRADEMARKS

None.

TRADEMARK APPLICATIONS

Trademark	Owner	Country	App. No.	App. Date	Reg. No.	Reg. Date
STRATEGIC FUEL SERVICES	PRO PETROLEUM MLLC	U.S.	88312963	22-FEB-2019	N/A	N/A
HELPING REFINE YOUR FUEL NEEDS	PRO PETROLEUM MLLC	U.S.	88312975	22-FEB-2019	N/A	N/A
PRO PETROLEUM	PRO PETROLEUM MLLC	U.S.	88283395	30-JAN-2019	N/A	N/A
PRO PETROLEUM	PRO PETROLEUM MLLC	U.S.	88283408	30-JAN-2019	N/A	N/A
Design Only	PRO PETROLEUM MLLC	U.S.	88283412	30-JAN-2019	N/A	N/A
PROPETROLEUM	PRO PETROLEUM MLLC	U.S.	88283416	30-JAN-2019	N/A	N/A