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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM567894

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Second Lien Trademark Release	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BSP Agency, LLC			Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	US Salt, LLC
Street Address:	10955 Lowell Avenue
Internal Address:	Suite 500
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66210
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1375352	RESINGARD
Registration Number:	3872205	TNA-5
Registration Number:	0901665	TX-10
Registration Number:	2383320	
Registration Number:	2360246	RED CROSS
Registration Number:	1283540	SALT SENSE

CORRESPONDENCE DATA

Fax Number: 2024083141

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.

Phone: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	233062
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/

TRADEMARK REEL: 006895 FRAME: 0579

DATE SIGNED:	03/19/2020	
Total Attachments: 4		
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SECOND LIEN TRADEMARK RELEASE

THIS SECOND LIEN TRADEMARK RELEASE is made as of March 16, 2020 by BSP Agency LLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, "Agent"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Agent and US SALT, LLC, a Delaware limited liability company ("Grantor"), among others, were parties to (i) that certain Second Lien that certain Amended and Restated Second Lien U.S. Guarantee and Collateral Agreement, dated as of January 16, 2019 (as further amended and/or supplemented from time to time, the "Guarantee and Collateral Agreement") and (ii) that certain Second Lien Trademark Security Agreement dated as of January 16, 2019 (the "Trademark Security Agreement"), pursuant to which Grantor granted a security interest to Agent in certain and Trademark Collateral (as defined in the Trademark Security Agreement) as security for certain obligations owing by Grantor to Agent, including certain Trademark Collateral set forth on Schedule 1 hereto (the "Specified Trademarks"); and

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on January 18, 2019 at Reel 6527, Frame 0832; and

WHEREAS, Grantor has requested that Agent terminate and release its security interest in and liens on the Specified Trademarks and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Agent hereby releases and discharges its continuing security interest in and liens on Grantor's entire right, title and interest in and to the Specified Trademarks.
- 2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Specified Trademarks.
- 3. Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Trademark Release.
- 4. Agent shall take all further actions and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Second Lien Trademark Release, at Grantor's sole expense, and without representation or warranty by Agent.
- 5. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Second Lien Trademark Release, including, its validity, interpretation, construction, performance and enforcement (including, any claims sounding in

TRADEMARK REEL: 006895 FRAME: 0581 contract or tort law arising out of the subject matter hereof and any determinations with respect to post judgment interest).

6. This Second Lien Trademark Release may be executed in any number of counterparts and delivered by facsimile or otherwise electronically, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document.

[Signature Page Follows]

 $\begin{tabular}{ll} \textbf{Error! Unknown document property name.} \\ 81036706_2 \end{tabular}$

IN WITNESS WHEREOF, Agent has caused this Second Lien Trademark Release to be executed as of the day and year first above written.

BSP AGENCY, LLC, as Agent

By: Benefit Street Partners, L.L.C., its sole member

By: Todd Marsh

Title: Authorized Signatory

Trademark Release

SCHEDULE 1

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE	GRANTOR
RESINGARD	1,375,352	December 17, 1985	US SALT, LLC
TNA-5	3,872,205	November 9, 2010	US SALT, LLC
TX-10	0,901,665	November 3, 1970	US SALT, LLC
	2,383,320	September 5, 2000	US SALT, LLC
RED CROSS	2,360,246	June 20, 2000	US SALT, LLC
SALT SENSE	1,283,540	June 26, 1984	US SALT, LLC

U.S. TRADEMARK APPLICATIONS

TRADEMARK APP. NO. APP. DATE

N/A

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RECORDED: 03/19/2020