

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569503

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLASH MARKET, LLC		03/27/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP PARIBAS		
Street Address:	787 Seventh Avenue, 27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: FRANCE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4977206	FLASH MARKET	
Registration Number:	4241162	FLASH MARKET	
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:	55347.271		
NAME OF SUBMITTER:	Jennifer A. Chick		
SIGNATURE:	/Jennifer A. Chick/		
DATE SIGNED:	03/30/2020		
Total Attachments: 4			
source=05. BNPP - Transit Energy - Trademark Security Agreement (Flash Market, LLC) (2020)#page1.tif			
source=05. BNPP - Transit Energy - Trademark Security Agreement (Flash Market, LLC) (2020)#page2.tif			
source=05. BNPP - Transit Energy - Trademark Security Agreement (Flash Market, LLC) (2020)#page3.tif			

CH \$65.00 4977206

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 27, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), made by FLASH MARKET, LLC, a limited liability company organized under the Laws of Delaware (the “Grantor”) in favor of BNP PARIBAS, as Administrative Agent (as defined below) on behalf of and for the ratable benefit of the Secured Parties.

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 27, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Transit Energy Group, LLC, as borrower (the “Borrower”), the several banks and other financial institutions or entities from time to time party thereto as lenders (the “Lenders”), the issuing lenders from time to time party thereto (the “Issuing Lenders”) and BNP Paribas, as administrative agent (together with any successor administrative agent appointed pursuant to the terms thereof, the “Administrative Agent”), the Lenders have severally agreed to make loans and participate in Letters of Credit issued on behalf of, and the Issuing Lenders have agreed to issue Letters of Credit for the account of, the Borrower, upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Security Agreement, dated as of March 27, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), made by, *inter alios*, the Borrower, Flash Market, LLC (“Flash”), Energy Carriers, LLC (“Carriers”) and Energy Distributors, LLC (“Distributors”), as grantors, in favor of the Administrative Agent on behalf of and for the ratable benefit of the Secured Parties, the Grantor and the other grantors thereunder have 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).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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.


~~FLASH MARKET, LLC, as Grantor~~

By: _____

Name: R. Samuel Bell

Title: Chief Executive Officer

TRADEMARKS

Loan Party / Owner / Applicant	Serial Number	Filing Date	Country	Mark	Status	App./Reg. Number	App./Reg. Date
Flash Market, LLC	86778267	October 5, 2015	United States of America	FLASH MARKET	Registered	4977206	June 14, 2016
Flash Market, LLC	85558690	March 2, 2012	United States of America	FLASH MARKET 	Registered	4241162	November 13, 2012