

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM572259

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ferrellgas L.P.		04/16/2020	Limited Partnership: DELAWARE
Blue Rhino Global Sourcing, Inc.		04/16/2020	Corporation: DELAWARE
Ferrellgas, Inc.		04/16/2020	Corporation: DELAWARE
Ferrellgas, L.P. D/B/A Ferrellgas Operating, L.P.		04/16/2020	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Delaware Trust Company
<b>Street Address:</b>	251 Little Falls Drive
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19808
<b>Entity Type:</b>	Collateral Agent: DELAWARE

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
<b>Registration Number:</b>	2912949	BLUE RHINO
<b>Registration Number:</b>	3160502	BLUE RHINO
<b>Registration Number:</b>	1898501	BLUE RHINO
<b>Registration Number:</b>	3181738	
<b>Registration Number:</b>	3042691	DROP, SWAP, AND GO
<b>Registration Number:</b>	4632636	IT'S NOT JUST PROPANE. IT'S BLUE RHINO.
<b>Registration Number:</b>	5087618	TAKE-A-TANK
<b>Registration Number:</b>	0662952	THERMOGAS

## CORRESPONDENCE DATA

Fax Number:

*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: 2164798452

Email: theresa.rakocy@squirepb.com

OP \$215.00 2912949

**Correspondent Name:** Theresa Rakocy  
**Address Line 1:** 127 Public Square  
**Address Line 2:** Suite 4900  
**Address Line 4:** Cleveland, OHIO 44114

<b>NAME OF SUBMITTER:</b>	Theresa Rakocy
<b>SIGNATURE:</b>	/Theresa Rakocy/
<b>DATE SIGNED:</b>	04/16/2020

**Total Attachments: 8**

source=Fully Executed Trademark Security Agreement (002)#page1.tif  
source=Fully Executed Trademark Security Agreement (002)#page2.tif  
source=Fully Executed Trademark Security Agreement (002)#page3.tif  
source=Fully Executed Trademark Security Agreement (002)#page4.tif  
source=Fully Executed Trademark Security Agreement (002)#page5.tif  
source=Fully Executed Trademark Security Agreement (002)#page6.tif  
source=Fully Executed Trademark Security Agreement (002)#page7.tif  
source=Fully Executed Trademark Security Agreement (002)#page8.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 16, 2020 (as amended, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of DELAWARE TRUST COMPANY, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, FERRELLGAS, L.P., a Delaware limited partnership (the “Company”) has entered into an Indenture, dated as of April 16, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), among the General Partner, the Company, the several grantors party thereto, and the Trustee;

WHEREAS, in connection with Indenture the Grantors have entered into the Collateral Agreement, dated as of April 16, 2020 in favor of the Collateral Agent for the benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”); and

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

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

**SECTION 2. Grant of Security.** Each Grantor hereby pledges, assigns and grants to the Collateral Agent for the ratable benefit of the Secured Parties a continuing security interest in and to all of such Grantor’s right, title and interest in the Trademarks listed on Schedule A, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations.

**SECTION 3. Recordation.** This Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

**SECTION 4. Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on 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 Trademark Security Agreement by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

**SECTION 5. Governing Law.** This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York.

**SECTION 6. Conflict Provision.** This Trademark Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Indenture. The rights and remedies of

each party hereto with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Collateral Agreement and the Indenture, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Collateral Agreement or the Indenture, the provisions of the Collateral Agreement or the Indenture, as applicable, shall govern.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.


GRANTORS:

Blue Rhino Global Sourcing, Inc.

By:   
William Ruisinger  
Chief Financial Officer

Ferrellgas, L.P.

By: Ferrellgas, Inc., its General Partner


By:   
William Ruisinger  
Chief Financial Officer

Ferrellgas, Inc.

By:   
William Ruisinger  
Chief Financial Officer

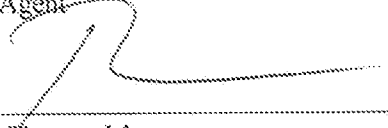
Ferrellgas, L.P. D/B/A Ferrellgas Operating, L.P.

By: Ferrellgas, Inc., its General Partner

By:   
William Ruisinger  
Chief Financial Officer

[Signature Page to Trademark Security Agreement]

DELAWARE TRUST COMPANY,  
as Collateral Agent




By: 

Name: Thomas Musarra  
Title: Vice President

[Signature Page to Trademark Security Agreement]

# SCHEDULE A

## United States Trademarks and Trademark Applications






Registered owner/ Grantor	Mark	Country	App. No./ Reg. No.
Ferrellgas, L.P.	BLUE RHINO	US	78283791/ 2912949
Ferrellgas, L.P.	BLUE RHINO	US	78553523/ 3160502
Ferrellgas, L.P.	BLUE RHINO and Design 	US	74528082/ 1898501
Ferrellgas, L.P.	RHINO Design 	US	78553527/ 3181738
Ferrellgas, L.P.	DROP, SWAP, AND GO	US	78391464/ 3042691
Ferrellgas, L.P.	IT'S NOT JUST PROPANE. ITS BLUE RHINO.	US	85200763/ 4632636
Blue Rhino Global Sourcing, Inc.	TAKE-A-TANK	US	86679341/ 5087618
Ferrellgas, L.P.	THERMOGAS Stylized 	US	72014762/ 662952

## States Trademarks and Trademark Applications








Registered owner/ Grantor	Mark	State	App. No./ Reg. No.
Ferrellgas, Inc.	Design Only	Arizona	25700075/ AZ 31560
Ferrellgas, L.P.	CO-OP BUTANE	Louisiana	79704843/ NA
Ferrellgas, L.P.	SALATHE GAS COMPANY	Louisiana	79702498/ NA



Ferrellgas, Inc.	HASLAG THERMOGAS & Design <i>Using Thermogases</i>	Missouri	52000968/ MO 15103
Ferrellgas Operating, L.P.	POLAR GAS COMPANY	Wisconsin	79005987/ WI 20120000813
Ferrellgas Operating, L.P.	ECONOGAS	Wisconsin	5700797/ WI 78503168
Ferrellgas Operating, L.P.	MOTOR PROPANE SERVICE	Wisconsin	79204474/ WI 20141441229
Ferrellgas, L.P.	BLUE RHINO	Wyoming	20004788/ WY 2005-000489771
Ferrellgas, L.P.	RAM PROPANE	Wyoming	20020614/ WY 2011-000599370

Foreign Trademarks and Trademark Applications

Registered owner/ Grantor	Mark	Country	App. No./ Reg. No.
Ferrellgas, L.P.	BLUE RHINO and Design 	Canada	1188765/ TMA627252
Ferrellgas, L.P.	FUEL CHECK VERIFICATIONS DE COMBUSTIBLE and Design 	Canada	1188764/ TMA657092
Blue Rhino Global Sourcing, Inc.	BLUE RHINO 	China	13318290/ 13318290
Blue Rhino Global Sourcing, Inc.	BLUE RHINO 	China	13318285/ 13318285
Blue Rhino Global Sourcing, Inc.	BLUE RHINO 	China	13318286/ 13318286
Blue Rhino Global Sourcing, Inc.	BLUE RHINO	China	13318292/ 13318292



Blue Rhino Global Sourcing, Inc.	BLUE RHINO 	China	13318289/ 13318289
Blue Rhino Global Sourcing, Inc.	BLUE RHINO 	China	13318287/ 13318287
Blue Rhino Global Sourcing, Inc.	BLUE RHINO 	China	13318284/ 13318284
Blue Rhino Global Sourcing, Inc.	BLUE RHINO 	China	13318283/ 13318283
Blue Rhino Global Sourcing, Inc.	BLUE RHINO 	China	13318291/ 13318291
Blue Rhino Global Sourcing, Inc.	BLUE RHINO 	China	13318291A/ 13318291A
Blue Rhino Global Sourcing, Inc.	BLUE RHINO 	China	13318290A/ 13318290A
Blue Rhino Global Sourcing, Inc.	BLUE RHINO and Design	China	13318288A/ 13318288A
Blue Rhino Global Sourcing, Inc.	BLUE RHINO and Design	China	16589011/ 16589011
Blue Rhino Global Sourcing, Inc.	FERRELLGAS and Design	China	16380108/ 16380108
Blue Rhino Global Sourcing, Inc.	FERRELLGAS and Design	China	16380109/ 16380109
Blue Rhino Global Sourcing, Inc.	FERRELLGAS and Design	China	16380110/ 16380110

Blue Rhino Global Sourcing, Inc.	FERRELLGAS and Design 	China	16380111/ 16380111
Blue Rhino Global Sourcing, Inc.	FERRELLGAS and Design 	China	16380113/ 16380113