

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572922

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gulf Oil Limited Partnership		04/21/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK, N.A.		
Street Address:	115 S. LaSalle - 17th Floor West		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5650157	GULF PAY	
Registration Number:	4963217	POWER POINTS	
Registration Number:	4963216	POWER POINTS	
Serial Number:	88658113	IT ALL STARTS HERE	
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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	ALANA GRAMER		
Address Line 1:	C/O PAUL HASTINGS LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	NEW YORK, NEW YORK 10166		
NAME OF SUBMITTER:	Alana Gramer		
SIGNATURE:	/s/ AG		
DATE SIGNED:	04/21/2020		
Total Attachments: 5			
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ABL GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS ABL GRANT OF SECURITY INTEREST IN TRADEMARKS (“Agreement”), effective as of April 21, 2020, is made by Gulf Oil Limited Partnership, a Delaware limited partnership (the “Grantor”), in favor of BMO Harris Bank, N.A., as collateral agent (the “Agent”) for the Secured Parties (as defined in the Credit Agreement described below).

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), dated as of October 28, 2015, by and among Gulf Operating, LLC, a Delaware limited liability company (“Gulf Operating” or “Parent Borrower”), Chelsea Petroleum Products Holdings, LLC, a Delaware limited liability company (“Chelsea Parent”), Chelsea Petroleum Products I, LLC, a Delaware limited liability company (“Chelsea I”), Chelsea Petroleum Products II, LLC, a Delaware limited liability company (“Chelsea II”), Gulf Oil Limited Partnership, a Delaware limited partnership (“GOLP” and, together with Parent Borrower, Chelsea Parent, Chelsea I and Chelsea II, the “Original Borrowers”), BMO Harris Bank, N.A., as administrative agent and collateral agent, and the other parties from time to time party thereto, the Lenders have severally agreed to make Loans and other extensions of credit to the Parent Borrower and each Subsidiary Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered that certain Amended and Restated Pledge and Security Agreement, dated as of August 25, 2016, in favor of the Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”);

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor has pledged and granted to the Agent for the ratable benefit of the Secured Parties a continuing security interest in its Intellectual Property included in the Collateral, including the Trademarks (as defined below) included in the Collateral; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 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 Pledge and Security Agreement or, if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges, assigns, hypothecates and grants to the Agent, for the benefit of the Secured Parties, a security interest in and a Lien on all of the Grantor’s right, title and interest in and to all of its property and assets, including, but not limited to, all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers (including, without limitation, those items listed on Schedule A hereto), whether registered or unregistered, together, in each case, with the

goodwill symbolized thereby, wherever located, whether now owned or in the future acquired by the Grantor and whether now existing or in the future coming into existence (collectively, the “Trademarks”); provided that, the Trademarks shall not include any United States intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 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 Agent in connection with the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof. The Pledge and Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Pledge and 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.

SECTION 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. Delivery of an executed signature page of this Agreement by facsimile transmission or by electronic mail as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart hereof.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and contributed and interpreted in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

GULF OIL LIMITED PARTNERSHIP, as the Grantor

By: 

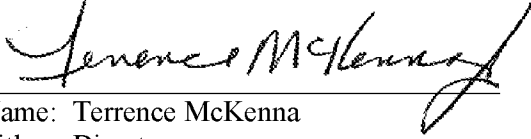
Name: Michael Campbell

Title: Chief Financial Officer

[Signature Page to ABL Grant of Security Interests in Trademarks]

TRADEMARK
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BMO HARRIS BANK, N.A.,
as the Agent

By: 
Name: Terrence McKenna
Title: Director

[Signature Page to ABL Grant of Security Interests in Trademarks]

TRADEMARK
REEL: 006920 FRAME: 0421

SCHEDULE A

Trademark Registrations and Applications

	Serial	Reg.	Registration Date	Word Mark
1.	87451872	5650157	January 8, 2019	GULF PAY
2.	86748122	4963217	May 24, 2016	POWER POINTS
3.	86748116	4963216	May 24, 2016	POWER POINTS & Design
4.	88658113	Pending	Pending	IT ALL STARTS HERE