

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578235

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sprague Operating Resources LLC		05/19/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MUFG Bank, Ltd. as Administrative Agent
Street Address:	1221 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	Limited Company: JAPAN

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4571661	FLEETCONTROL
Registration Number:	1660036	C
Registration Number:	1408945	CASTLE
Registration Number:	4695521	PHYSICALCAP
Registration Number:	4647938	SPRAGUEPORT
Registration Number:	5439837	OUR ENERGY MAKES THE DIFFERENCE
Registration Number:	4385069	SPRAGUE
Registration Number:	4389001	FUELCONTROL
Registration Number:	4372389	PRICEFLEX
Registration Number:	4267439	SPRAGUE
Registration Number:	4249993	SPRAGUE REAL-TIME
Registration Number:	4087968	HEATCURVE
Registration Number:	2880223	ROAD FORCE FUEL ACCESS CARD
Registration Number:	2810996	HEATFORCE PREMIUM HEATING OIL
Registration Number:	2618701	HEAT FORCE
Registration Number:	2729505	ROAD FORCE
Registration Number:	0911441	SPRAGUE ENERGY
Registration Number:	4403706	CASTLE ENERGY SOLUTIONS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4392742	CASTLE ENERGY SOLUTIONS LLC
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:	2125046000	
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:	99071.023	
NAME OF SUBMITTER:	Jennifer A. Chick	
SIGNATURE:	/Jennifer A. Chick/	
DATE SIGNED:	05/27/2020	
Total Attachments: 5		
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “Agreement”), effective as of May 19, 2020, is made by the signatory hereto (the “Grantor”) in favor of MUFGBANK, LTD., having its principal place of business at 1221 Avenue of the Americas, New York, New York 10020-1104, as administrative agent (in such capacity, the “Administrative Agent”), under the Second Amended and Restated Credit Agreement, dated as of May 19, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among SPRAGUE OPERATING RESOURCES LLC (the “U.S. Borrower”), KILDAIR SERVICE ULC (the “Canadian Borrower”, and, together with the U.S. Borrower, the “Borrowers”), the several banks and other financial institutions or entities from time to time parties thereto and the Administrative Agent.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to, and the Issuing Lenders have agreed to issue letters of credit for the account of, the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor and the other grantors thereunder have executed and delivered an Amended and Restated Security Agreement, dated as of December 9, 2014 in favor of the Administrative Agent (as amended, supplemented, restated or otherwise modified from time to time, including without limitation, pursuant to the Successor Agent Agreement and the U.S. Omnibus Amendment Agreement (each as defined in the Credit Agreement), 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 the Grantor’s right, title and interest in, to and under the Trademarks constituting Collateral (including, without limitation, those items listed on Exhibit A hereto and all goodwill related thereto) (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 and the right and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

7. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized, as of the day and year first above written.

SPRAGUE OPERATING RESOURCES LLC


By: 
Name: Paul A. Scoff
Title: Vice President, General Counsel,
Chief Compliance Officer and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006947 FRAME: 0217

TRADEMARKS

MARKS	OWNER	REG. NO.	REG. DATE	STATUS
FLEETCONTROL	Sprague Operating Resources LLC	4,571,661	12/4/2014	Registered
	Sprague Operating Resources LLC	1,660,036	10/8/1991	Registered
CASTLE	Sprague Operating Resources LLC	1,408,945	9/9/1986	Registered
PHYSICALCAP	Sprague Operating Resources LLC	4,695,521	3/3/2015	Registered
SPRAGUEPORT	Sprague Operating Resources LLC	4,647,938	12/2/2014	Registered
OUR ENERGY MAKES THE DIFFERENCE	Sprague Operating Resources LLC	5,439,837	4/3/2018	Registered
	Sprague Operating Resources LLC	4,385,069	8/13/2013	Registered
FUELCONTROL	Sprague Operating Resources LLC	4,389,001	8/20/2013	Registered
PRICEFLEX	Sprague Operating Resources LLC	4,372,389	7/23/2013	Registered
SPRAGUE	Sprague Operating Resources LLC	4,267,439	1/1/2013	Registered
SPRAGUE REAL-TIME	Sprague Operating Resources LLC	4,249,993	11/27/2012	Registered
HEATCURVE	Sprague Operating Resources LLC	4,087,968	1/17/2012	Registered
ROAD FORCE FUEL ACCESS CARD	Sprague Operating Resources LLC	2,880,223	8/31/2004	Registered

Marks	OWNER	REG. NO.	REG. DATE	STATUS
	Sprague Operating Resources LLC	2,810,996	2/3/2004	Registered
HEAT FORCE	Sprague Operating Resources LLC	2,618,701	9/10/2002	Registered
ROAD FORCE	Sprague Operating Resources LLC	2,729,505	6/24/2003	Registered
SPRAGUE ENERGY	Sprague Operating Resources LLC	911,441	4/13/1971	Registered
CASTLE ENERGY SOLUTIONS	Sprague Operating Resources LLC	4,403,706	9/17/2013	Registered
CASTLE ENERGY SOLUTIONS LLC & DESIGN	Sprague Operating Resources LLC	4,392,742	8/27/2013	Registered

TRADEMARK LICENSES

N/A

TRADEMARK APPLICATIONS

N/A