

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM588136

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
California Resources Corporation		07/23/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	500 Stanton Christiana Rd.		
<b>Internal Address:</b>	NCC5 / 1st Floor, Attn: Andrew Katella		
<b>City:</b>	Newark		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19713		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88258021	THUMS	
<b>Serial Number:</b>	86332553	ENERGY FOR CALIFORNIA BY CALIFORNIANS	
<b>Serial Number:</b>	86295995	CALIFORNIA RESOURCES CORPORATION	
<b>Serial Number:</b>	86295965	CALIFORNIA RESOURCES CORPORATION	
<b>Serial Number:</b>	86276681	CALIFORNIA RESOURCES CORPORATION	
<b>Serial Number:</b>	75871299	THUMS LONG BEACH COMPANY	
<b>Serial Number:</b>	88531096	CRC TOOLBOX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<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>			
<b>Phone:</b>	2124553222		
<b>Email:</b>	jmull@stblaw.com		
<b>Correspondent Name:</b>	Alexander Raytman		
<b>Address Line 1:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/2263		
<b>NAME OF SUBMITTER:</b>	J. Jason Mull		

CH \$190.00 88258021

<b>SIGNATURE:</b>	/J. Jason Mull/
<b>DATE SIGNED:</b>	07/23/2020
<b>Total Attachments: 5</b> source=(36039819)_ (3)_CRC - Senior DIP Trademark Security Agreement [Execution Version]#page1.tif source=(36039819)_ (3)_CRC - Senior DIP Trademark Security Agreement [Execution Version]#page2.tif source=(36039819)_ (3)_CRC - Senior DIP Trademark Security Agreement [Execution Version]#page3.tif source=(36039819)_ (3)_CRC - Senior DIP Trademark Security Agreement [Execution Version]#page4.tif source=(36039819)_ (3)_CRC - Senior DIP Trademark Security Agreement [Execution Version]#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of July 23, 2020 (this "Trademark Security Agreement"), by the Grantor listed on the signature pages hereof, as a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, together with its successors and permitted assigns in such capacity, the "Administrative Agent") under the Credit Agreement referred to below, for the benefit of the Secured Parties.

**W I T N E S S E T H:**

WHEREAS, California Resources Corporation, a Delaware corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (the "Borrower"), the lenders from time to time party thereto (each, a "Lender", and collectively, the "Lenders") and the Administrative Agent have entered into that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement, dated as of July 23, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Borrower and the Grantor have entered into that certain Senior Secured Superpriority Debtor-In-Possession Security Agreement, dated as of July 23, 2020 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Security Agreement") in favor of the Administrative Agent, in order to induce the Lenders to make the Extensions of Credit.

WHEREAS, Section 4.3(g) of the Security Agreement provides that, in order to facilitate filings with the United States Patent and Trademark Office, each Grantor holding any Trademark required to be set forth on Schedule 2(e) of the Security Agreement is required to execute and deliver an instrument in the form of this Trademark Security Agreement. The undersigned Grantor is executing this Trademark Security Agreement in accordance with the requirements of the Security Agreement as consideration for Extensions of Credit made under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, the Grantor hereby agrees as follows:

1. DEFINED TERMS. Capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or the DIP Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. In furtherance of, and not in limitation of, the security interests and liens granted under the Security Agreement, the Grantor hereby pledges, assigns and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a Lien on and a continuing security interest in all of the Grantor's right, title, and interest, whether now owned or hereafter acquired or arising and wherever located in and to the following property (in each case, other than Excluded Property) (collectively, the "Trademark Collateral"):

- (a) all of the Grantor's Trademarks, including those set forth on Schedule I hereto;
- (b) all extensions or renewals of the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the prompt and complete payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor, or any of them, to the Administrative Agent or any of the Secured Parties.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with, and in furtherance of, the security interests granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor and the Administrative Agent hereby acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

5. COUNTERPARTS. Section 14.9 of the Credit Agreement is hereby incorporated herein by reference mutatis mutandis and shall apply to this Trademark Security Agreement as if fully set forth herein.


6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS 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 AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

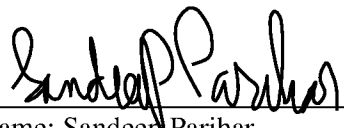
**GRANTOR:**

**CALIFORNIA RESOURCES CORPORATION**

By:   
C2881CA0ED914FE  
Name: Marshall D. Smith  
Title: Senior Executive Vice President and  
Chief Financial Officer

ACKNOWLEDGED AND AGREED:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:   
Name: Sandeep Parihar  
Title: Executive Director

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**Trademark Registrations**

<b>Grantor</b>	<b>Country</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
California Resources Corporation	United States	THUMS	88258021	7/30/2019
California Resources Corporation	United States	ENERGY FOR CALIFORNIA BY CALIFORNIANS	86332553	2/23/2016
California Resources Corporation	United States	CALIFORNIA RESOURCES CORPORATION	86295995	9/22/2015
California Resources Corporation	United States	CALIFORNIA RESOURCES CORPORATION	86295965	9/15/2015
California Resources Corporation	United States	CALIFORNIA RESOURCES CORPORATION	86276681	7/7/2015
California Resources Corporation	United States	THUMS LONG BEACH COMPANY	75871299	8/20/2002

**Trademark Applications**

<b>Grantor</b>	<b>Country</b>	<b>Trademark Application</b>	<b>Application Serial No.</b>	<b>Application Filing Date</b>
California Resources Corporation	United States	CRC TOOLBOX	88531096	7/23/2019