

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588452

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CALIFORNIA RESOURCES CORPORATION		07/23/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus Products Corp., as Administrative Agent		
Street Address:	225 W Washington Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88258021	THUMS	
Serial Number:	86332553	ENERGY FOR CALIFORNIA BY CALIFORNIANS	
Serial Number:	86295995	CALIFORNIA RESOURCES CORPORATION	
Serial Number:	86295965	CALIFORNIA RESOURCES CORPORATION	
Serial Number:	86276681	CALIFORNIA RESOURCES CORPORATION	
Serial Number:	75871299	THUMS LONG BEACH COMPANY	
Serial Number:	88531096	CRC TOOLBOX	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1246979 TM		
NAME OF SUBMITTER:	Theresa Volano		

OP \$190.00 88258021

SIGNATURE:	/Theresa Volano/
DATE SIGNED:	07/24/2020
Total Attachments: 5 source=#93472182v1 - (CRC - Junior DIP - Trademark Security Agreement (Executed) - Filing)#page2.tif source=#93472182v1 - (CRC - Junior DIP - Trademark Security Agreement (Executed) - Filing)#page3.tif source=#93472182v1 - (CRC - Junior DIP - Trademark Security Agreement (Executed) - Filing)#page4.tif source=#93472182v1 - (CRC - Junior DIP - Trademark Security Agreement (Executed) - Filing)#page5.tif source=#93472182v1 - (CRC - Junior DIP - Trademark Security Agreement (Executed) - Filing)#page6.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 Alter Domus Products Corp., 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 Junior 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 Junior 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 Term Loan.

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 Term Loan 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.

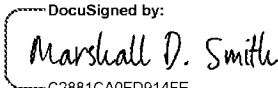
6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.

[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.

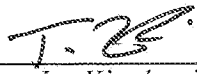
GRANTOR:

CALIFORNIA RESOURCES CORPORATION

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

ACKNOWLEDGED AND AGREED:

ALTER DOMUS PRODUCTS CORP.,
as Administrative Agent

By: 
Name: Jon Kirschmeier
Title: Associate Counsel

[Signature Page to Junior DIP Trademark Security Agreement]

TRADEMARK
REEL: 007007 FRAME: 0792

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Country	Trademark	Registration No.	Registration Date
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

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