

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592376

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Emex, LLC		07/31/2020	Limited Liability Company: TEXAS
Bidtron, LLC		07/31/2020	Limited Liability Company:
Bluefin, LLC		07/31/2020	Limited Liability Company: COLORADO
Patriot Energy Group, Inc.		07/31/2020	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	10 South Wacker Drive, St. 2575		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: ALABAMA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4379806	EMEX	
Registration Number:	4402859	EMEX POWER	
Registration Number:	4755409	BIDTRON	
Registration Number:	4799172	BUY FOR LESS, SELL FOR MORE	
Registration Number:	4417398	ENERGY MARKET EXCHANGE	
Registration Number:	3235092	ROOF EXPRESS	
Registration Number:	3370589	ROOF EXPRESS	
Registration Number:	3982531	BLUEFIN	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hkllaw.com,daniel.wiseman@hkllaw.com		

OP \$215.00 4379806

Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER: Susan C. DiNicola

SIGNATURE: /Susan C. DiNicola/

DATE SIGNED: 08/17/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2020, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of **REGIONS BANK**, an Alabama bank (“*Regions Bank*”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, MANTIS INNOVATION GROUP, LLC, a Delaware limited liability company (“*Parent*”), EMEX, LLC, a Texas limited liability company (“*EMEX*”), BLUEFIN, LLC, a Colorado limited liability company (“*Bluefin*”), PATRIOT ENERGY GROUP, INC., a Massachusetts corporation (“*Patriot*”) and any other Subsidiaries of Parent that may become Borrowers thereunder from time to time (each of such Subsidiaries, together with EMEX, Bluefin, and Patriot, jointly and severally, the “*Borrowers*” and, each, a “*Borrower*”), the Subsidiaries of Parent (other than the Borrowers) that are “Guarantors” or become “Guarantors” thereunder, the financial institutions from time to time party thereto (each, a “*Lender*” and, collectively, the “*Lenders*”) and Regions Bank, in its capacities as a Lender, the Swing Line Lender, LC Issuer and in its capacities as administrative agent and collateral agent for Lenders, LC Issuer and other Secured Parties (Regions Bank, acting in such latter capacities, “*Administrative Agent*”, “*Collateral Agent*” or “*Agent*”) have entered into that Credit Agreement, dated as of July 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, all of the Grantors are party to a Security Agreement dated as of July 31, 2020 in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “*Trademark Collateral*”):

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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 conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.


Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by facsimile or other electronic means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.** In addition, the provisions of Section 7.6, 7.7, 7.8 and 7.12 of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

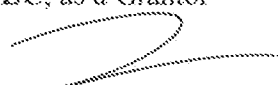
[SIGNATURE PAGES FOLLOW]

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

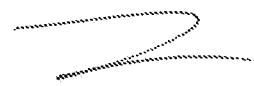
EMEX, LLC, as a Grantor

By: 
Name: Luke K. Plumpton
Title: Secretary


BIDTRON, LLC, as a Grantor

By: 
Name: Luke K. Plumpton
Title: Secretary

BLUEFIN, LLC, as a Grantor

By: 
Name: Luke K. Plumpton
Title: Chairman and Treasurer

PATRIOT ENERGY GROUP, INC., as a Grantor

By: 
Name: Luke K. Plumpton
Title: Chairman

[Signature Page]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Owner Information	Mark/Name	Status/Key Dates	App. No./Reg. No.
EMEX, LLC	EMEX	Registered August 6, 2013 Int'l Class: 35,36 First Use: January 22, 2009 Filed: December 21, 2012 Registered: August 6, 2013	RN: 4379806 SN: 85809008
EMEX, LLC	EMEX POWER	Registered September 17, 2013 Int'l Class: 35 First Use: November 1, 2007 Filed: January 9, 2013 Registered: September 17, 2013	RN: 4402859 SN: 85819041
Bidtron, LLC	BIDTRON	Registered June 16, 2015 Int'l Class: 42 First Use: October 1, 2014 Filed: October 23, 2014 Registered: June 16, 2015	RN: 4755409 SN: 86432677

Owner Information	Mark/Name	Status/Key Dates	App. No./Reg. No.
Bidtron, LLC	BUY FOR LESS, SELL FOR MORE	Registered August 25, 2015 Int'l Class: 42 First Use: October 1, 2014 Filed: January 12, 2015 Registered: August 25, 2015	RN: 4799172 SN: 86500562
Energy Market Exchange	ENERGY MARKET EXCHANGE	Registered Principal Register - Sec. 2(F) October 15, 2013 Int'l Class: 35,36 First Use: February 5, 2007 Filed: December 21, 2012 Registered: October 15, 2013	RN: 4417398 SN: 85808994
BLUEFIN, LLC	Roof Express	Issue Date: 4/24/2007	RN: 3,235,092 SN: 78/672,378
BLUEFIN, LLC	Roof Express	Issue Date: 1/15/2008	RN: 3,370,589 SN: 78/818,901
BLUEFIN, LLC	BLUEFIN	Issue Date: 6/21/2011	RN: 3,982,531 SN: 85/017,723

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.