

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM595849

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BLACKBRUSH OIL & GAS, L.P.		09/03/2020	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANKURA TRUST COMPANY, LLC, as Collateral Agent		
<b>Street Address:</b>	140 Sherman Street, 4th Floor		
<b>City:</b>	Fairfield		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06824		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4059471	BLACKBRUSH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4756		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jay daSilva		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1261826 TM		
<b>NAME OF SUBMITTER:</b>	Christian Craft		
<b>SIGNATURE:</b>	/Christian Craft/		
<b>DATE SIGNED:</b>	09/03/2020		
<b>Total Attachments: 5</b>			
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**Trademark Security Agreement**

**(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)**

WHEREAS, BLACKBRUSH OIL & GAS, L.P., a Delaware limited partnership (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, BBOG HOLDINGS LLC, a Delaware limited liability company (“**HoldCo**”), BBOG GP, LLC, a Delaware limited liability company (the “**General Partner**”), the Grantor as borrower, certain Subsidiaries party thereto from time to time and Ankura Trust Company, LLC, as administrative agent and collateral agent for the Secured Parties referred to therein, have entered into a Term Loan Agreement, dated as of September 3, 2020 (as amended, restated, modified and/or supplemented from time to time, the “**Loan Agreement**”); and

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of September 3, 2020 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among HoldCo, the General Partner, Grantor, certain Subsidiaries party thereto and Ankura Trust Company, LLC, as administrative agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations (the “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including in all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights

and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement, and without limiting the foregoing nothing herein limits any rights in collateral granted under the Security Agreement, any appointments or powers of attorney granted under the Security Agreement, or any restrictions or negative covenants set forth in the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee 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 are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 3rd day of September, 2020.

**BLACKBRUSH OIL & GAS, L.P.**

By: BBOG GP, LLC, its General Partner

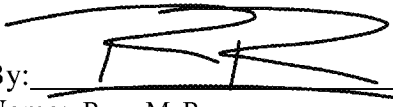
By: 

Name: Luis Mier

Title: Chief Financial Officer

Acknowledged:

**ANKURA TRUST COMPANY, LLC,**  
as Collateral Agent

By:  \_\_\_\_\_

Name: Ryan M. Roy

Title: Managing Director

Schedule 1  
to Trademark  
Security Agreement

**BlackBrush Oil & Gas, L.P.**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status of Mark</b>	<b>Owner/Applicant</b>
BLACKBRUSH	4059471	11/22/11	Registered	BlackBrush Oil & Gas, L.P.