

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598204

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oberon Fuels, Inc.		09/17/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Suburban Propane, L.P.		
Street Address:	240 ROUTE 10 WEST		
City:	WHIPPANY		
State/Country:	NEW JERSEY		
Postal Code:	07981		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4875415		
Registration Number:	4875417		
Registration Number:	4875404	DME	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Brooke L. Fischer		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	67127-120		
NAME OF SUBMITTER:	Brooke L. Fischer		
SIGNATURE:	/Brooke L. Fischer/		
DATE SIGNED:	09/17/2020		
Total Attachments: 5			
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GRANT OF

SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Trademark Security Agreement*”), effective as of September 17, 2020 is made by Oberon Fuels, Inc. (the “*Grantor*”), in favor of Suburban Propane, L.P., a Delaware limited partnership (“*Suburban*”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Convertible Notes Purchase Agreement, dated as of September 17, 2020, by and among the Grantor, Suburban and Ruben S. Martin III (the “*Purchase Agreement*”), Suburban has agreed to purchase certain convertible secured notes from the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Purchase Agreement, the Grantor has executed and delivered the Security Agreement, dated as of September 17, 2020, in favor of Suburban (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”);

WHEREAS, pursuant to the Security Agreement, the Grantor granted to Suburban a continuing security interest in all of its intellectual property constituting Collateral, including the trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Agreement and in furtherance thereof, the Grantor has duly authorized the execution, delivery and performance of this Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees with Suburban, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Purchase Agreement or the Security Agreement and used herein shall have the meanings given to them in the Purchase Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, the Grantor’s right, title and interest in, to and under all of the trademarks owned by the Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the “*Trademark Collateral*”), to Suburban, to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Trademark Security 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 Suburban, 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 Suburban thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Suburban 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 the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the occurrence of the termination of the Security Agreement in accordance with Section 17 thereof. Upon the termination of this Trademark Security Agreement, Suburban shall at Grantor's cost and expense execute all documents, make all filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Trademark Security 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.

SECTION 7. **GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF DELAWARE WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Oberon Fuels, Inc.,
as Grantor

By:

DocuSigned by:
Rebecca Boudreaux
268355938-90...

Name: Rebecca Boudreaux

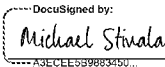
Title: President & Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
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ACCEPTED:

Suburban Propane, L.P.

By:  _____
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Name: Michael Stivala

Title: President & Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007054 FRAME: 0790

SCHEDULE A

Mark	Owner	App. No./Reg. No.	Status/Key Dates
<u>Design Only</u> 	Oberon Fuels, Inc. (Delaware Corp.) 2445 Fifth Ave, Suite 200 San Diego, Ca California 92101	RN: 4875415 SN: 86393767	Registered December 22, 2015 Int'l Class: 04 First Use: February 20, 2011 Filed: September 12, 2014
<u>Design Only</u> 	Oberon Fuels, Inc. (Delaware Corp.) 2445 Fifth Ave, Suite 200 San Diego California 92101	RN: 4875417 SN: 86393811	Registered December 22, 2015 Int'l Class: 04 First Use: February 20, 2011 Filed: September 12, 2014
<u>DME and Design</u> 	Oberon Fuels, Inc. (Delaware Corp.) 2445 Fifth Ave, Suite 200 San Diego, Ca California 92101	RN: 4875404 SN: 86389987	Registered December 22, 2015 Int'l Class: 04 First Use: February 20, 2011 Filed: September 9, 2014