

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INFINITE ENERGY, LLC		01/15/2021	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	TRUIST BANK, successor by merger to SunTrust Bank, as Administrative Agent		
Street Address:	245 Peachtree Center Ave., NE, 17th Floor, Mail Code GA-ATL-3707		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	Banking Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4158415	INFINITE ENERGY	
Registration Number:	4916710	INFINITE ENERGY	
Registration Number:	5363807	INFINITE ENERGY ARENA	
Registration Number:	5363806	INFINITE ENERGY CENTER	
Registration Number:	5363808	INFINITE ENERGY FORUM	
Registration Number:	5363811	INFINITE ENERGY THEATER	
Registration Number:	2209555	INTELLIGENT ENERGY	
Registration Number:	2894653	I'VE GOT GAS!	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	4045723493		
Email:	kosborne@kslaw.com		
Correspondent Name:	Karen Osborne, Senior Paralegal		
Address Line 1:	1180 Peachtree Street, N.E., Suite 1600		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		

CH \$215.00 4158415

ATTORNEY DOCKET NUMBER:	52990.515075
NAME OF SUBMITTER:	Karen Osborne
SIGNATURE:	//Karen Osborne//
DATE SIGNED:	01/15/2021

Total Attachments: 6

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 15, 2021 (this “Security Agreement”), is made by INFINITE ENERGY, LLC, a Georgia limited liability company (the “Grantor”), in favor of TRUIST BANK, successor by merger to SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, GAS SOUTH, LLC, a Georgia limited liability company (the “Borrower”), the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into a Revolving Credit Agreement, dated as of January 27, 2016 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries, including the Grantor, have entered into the Guaranty and Security Agreement, dated as of January 27, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

- (i) all of its Trademarks and all Trademark Licenses that constitute Collateral, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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.

Section 3 Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the

security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered material Trademarks owned by such Grantor in its own name as of the date hereof.

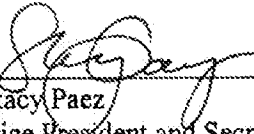
Section 5 **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its material Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 6 **Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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 7 **Governing Law.** This 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 WITNESS WHEREOF, the 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.

INFINITE ENERGY, LLC

By: 
Stacy Paez
Vice President and Secretary

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

**TRUIST BANK, successor by merger to SunTrust Bank,
as Administrative Agent**

By: _____
Name:
Title:

IN WITNESS WHEREOF, the 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.

INFINITE ENERGY, LLC

By: _____
Jamie Tiernan
Treasurer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

**TRUIST BANK, successor by merger to SunTrust Bank,
as Administrative Agent**

By: _____
Name: J Matney-Gornall
Title: SVP

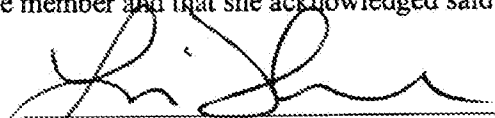
ACKNOWLEDGMENT OF GRANTOR

State of Florida)

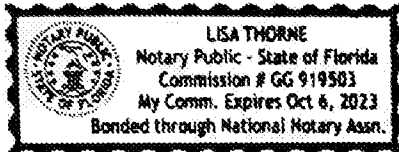
County of Alachua)

ss.

On this 14th day of January, 2021 before me personally appeared Stacy Paez, Vice President and Secretary of Infinite Energy, LLC, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Infinite Energy, LLC, who being by me duly sworn did depose and say that she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its sole member and that she acknowledged said instrument to be the free act and deed of said company.



Notary Public



SCHEDULE I

Material Trademarks

I. REGISTERED TRADEMARKS

Mark	App. No. App. Date	Reg. No. Reg. Date	Status Status Date
INFINITE ENERGY	85118534 August 30, 2010	4158415 June 12, 2012	Registered June 21, 2018
INFINITE ENERGY and Design 	86414460 October 3, 2014	4916710 March 15, 2016	Registered March 15, 2016
INFINITE ENERGY ARENA	87445407 May 11, 2017	5363807 December 26, 2017	Registered December 26, 2017
INFINITE ENERGY CENTER	87445401 May 11, 2017	5363806 December 26, 2017	Registered December 26, 2017
INFINITE ENERGY FORUM	87445411 May 11, 2017	5363808 December 26, 2017	Registered December 26, 2017
INFINITE ENERGY THEATER	87445416 May 11, 2017	5363811 December 26, 2017	Registered December 26, 2017
INTELLIGENT ENERGY	75196143 November 12, 1996	2209555 December 8, 1998	Renewed December 8, 2018
I'VE GOT GAS!	76522190 June 12, 2003	2894653 October 19, 2004	Renewed May 6, 2014