

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM633158

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Diesel Direct Mid-Atlantic, LLC		03/19/2021	Limited Liability Company: NEW JERSEY
Diesel Direct, LLC		03/19/2021	Limited Liability Company: MASSACHUSETTS
Value Energy Direct, LLC		03/19/2021	Limited Liability Company: PENNSYLVANIA
West Direct Equipment Savers, LLC		03/19/2021	Limited Liability Company: COLORADO
West Direct Labs, LLC		03/19/2021	Limited Liability Company: COLORADO
West Direct Oil, LLC		03/19/2021	Limited Liability Company: COLORADO
Fuelloc, LLC		03/19/2021	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Citizens Bank, N.A.
<b>Street Address:</b>	28 State Street
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02109
<b>Entity Type:</b>	National Banking Association: MASSACHUSETTS

**PROPERTY NUMBERS Total: 48**

Property Type	Number	Word Mark
<b>Registration Number:</b>	5402518	AMERICOMFORT
<b>Registration Number:</b>	4828711	AMERIGREEN ENERGY BROKERS
<b>Registration Number:</b>	4769963	AMERIGREEN
<b>Registration Number:</b>	4769961	AMERIGREEN
<b>Registration Number:</b>	4769959	AMERIGREEN
<b>Registration Number:</b>	3179545	AMERIGREEN
<b>Registration Number:</b>	3938324	AMERIGREEN
<b>Registration Number:</b>	3908816	OUR SOIL. OUR OIL.
<b>Registration Number:</b>	5348503	BIO DIRECT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5317676	BIO DIRECT
Registration Number:	4830528	DIESEL DIRECT
Registration Number:	3520361	DIESEL DIRECT
Registration Number:	5047098	DRY EDGE
Registration Number:	5003245	FUEL'Z EDGE
Registration Number:	5493644	POWER'Z EDGE
Registration Number:	5356140	PURE AIR DIESEL
Registration Number:	5587160	PURE EDGE
Registration Number:	5332443	PURE ENERGY
Registration Number:	5252660	PURE ENERGY
Registration Number:	5252614	PURE ENERGY
Registration Number:	4702474	ROADCHAMP
Registration Number:	4701229	WINTER'Z EDGE
Registration Number:	3991084	VALUE ENERGY
Registration Number:	5330709	GEN-SHIELD FIELD SERVICES LIFE · HEALTH·
Registration Number:	5336266	GEN-SHIELD
Registration Number:	2681237	EQUIPMENT SAVERS FLEET MAINTENANCE
Registration Number:	2681236	EQUIPMENT SAVERS
Registration Number:	3320743	EQUIPMENT SAVERS FLEET SERVICES
Registration Number:	3320742	EQUIPMENT SAVERS FLEET SERVICES
Registration Number:	2418585	TITAN
Registration Number:	1680889	TITAN
Registration Number:	2342453	TITAN LABORATORIES
Registration Number:	2466880	TITAN CHECKUP
Registration Number:	2516081	TITAN TESTED
Registration Number:	4591291	TITAN LABORATORIES COMPLETE FLUIDS ANALY
Registration Number:	2977207	LUBE BASIC
Registration Number:	3848973	ZENITH
Registration Number:	4016248	ZENITH
Registration Number:	3846183	SKY KEEPING IT BLUE
Registration Number:	3938468	SKY KEEPING IT BLUE
Registration Number:	3846184	BLUE IS THE NEW GREEN
Registration Number:	3997536	SKY
Registration Number:	4587121	S SIEGEL ENERGY CORPORATION BETTER EVERY
Registration Number:	5856005	WEST DIRECT OIL
Registration Number:	4098019	HONORTHYMOTHER
Registration Number:	4322115	BARLOC
Registration Number:	4309771	BARLOC

Property Type	Number	Word Mark
Registration Number:	5312915	FUELLOC

**CORRESPONDENCE DATA**

**Fax Number:** 6174496999  
*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.*  
**Phone:** 1-617-960-3939  
**Email:** cscaggs@jonesday.com, mmisitigh@jonesday.com  
**Correspondent Name:** Chapin K. Scaggs  
**Address Line 1:** 100 High Street  
**Address Line 2:** 21st Floor  
**Address Line 4:** Boston, MASSACHUSETTS 02109

<b>NAME OF SUBMITTER:</b>	Melanie H. Misitigh
<b>SIGNATURE:</b>	/Melanie H. Misitigh/
<b>DATE SIGNED:</b>	03/19/2021

**Total Attachments: 8**  
source=FILE NAI\_1516872850\_1\_LG\_LTS\_IP Security Agreement\_2021 [Executed Version](5591822.7)#page1.tif  
source=FILE NAI\_1516872850\_1\_LG\_LTS\_IP Security Agreement\_2021 [Executed Version](5591822.7)#page2.tif  
source=FILE NAI\_1516872850\_1\_LG\_LTS\_IP Security Agreement\_2021 [Executed Version](5591822.7)#page3.tif  
source=FILE NAI\_1516872850\_1\_LG\_LTS\_IP Security Agreement\_2021 [Executed Version](5591822.7)#page4.tif  
source=FILE NAI\_1516872850\_1\_LG\_LTS\_IP Security Agreement\_2021 [Executed Version](5591822.7)#page5.tif  
source=FILE NAI\_1516872850\_1\_LG\_LTS\_IP Security Agreement\_2021 [Executed Version](5591822.7)#page6.tif  
source=FILE NAI\_1516872850\_1\_LG\_LTS\_IP Security Agreement\_2021 [Executed Version](5591822.7)#page7.tif  
source=FILE NAI\_1516872850\_1\_LG\_LTS\_IP Security Agreement\_2021 [Executed Version](5591822.7)#page8.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 19, 2021, (this "Agreement"), by the entities listed on the signature pages hereto (the "Grantors") in favor of Citizens Bank, N.A., as Administrative Agent.

Reference is made to that certain Pledge and Security Agreement, dated as of March 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Liquid Tech Solutions Holdings, LLC, a Delaware limited liability company (the "Borrower"), Patriot Guarantor LLC, a Delaware limited liability company ("Holdings"), the Subsidiary Grantors from time to time party thereto and the Administrative Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of March 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders from time to time party thereto and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

**SECTION 1.** *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. Sections 1.03 and 1.06 of the Credit Agreement shall apply to this Agreement mutatis mutandis.

**SECTION 2.** *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors, pursuant to the Security Agreement, did, and hereby does, pledge, collaterally assign, mortgage and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following personal property and other assets, whether now owned by or owing to hereafter acquired by or arising in favor of the Grantors and regardless of where located (collectively, the "IP Collateral"):

(a) all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

(b) all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

(c) all (i) Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III hereto and (ii) all exclusive Copyright Licenses over which any Grantor is a licensee, including those listed on Schedule III hereto; and

(d) all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

**SECTION 3.** *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement, and any claim, controversy or dispute (whether in tort, in contract, at law or in equity or otherwise) based upon, arising out of or related to this Agreement, shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other electronic transmission of the relevant signature pages hereof, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

[Signature Pages Follow]



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Diesel Direct Mid-Atlantic, LLC  
Diesel Direct, LLC  
Value Energy Direct, LLC  
West Direct Equipment Savers, LLC  
West Direct Labs, LLC  
West Direct Oil, LLC  
Fuelloc, LLC

by   
Name: Walter J. McNamara  
Title: Chief Financial Officer

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Diesel Direct Mid-Atlantic, LLC	5402518	AMERICOMFORT
Diesel Direct Mid-Atlantic, LLC	4828711	AMERIGREEN ENERGY BROKERS
Diesel Direct Mid-Atlantic, LLC	4769963	AMERIGREEN
Diesel Direct Mid-Atlantic, LLC	4769961	AMERIGREEN
Diesel Direct Mid-Atlantic, LLC	4769959	AMERIGREEN
Diesel Direct Mid-Atlantic, LLC	3179545	AMERIGREEN
Diesel Direct Mid-Atlantic, LLC	3938324	AMERIGREEN
Diesel Direct Mid-Atlantic, LLC	3908816	OUR SOIL. OUR OIL.
Diesel Direct, LLC	5348503	
Diesel Direct, LLC	5317676	BIODIRECT
Diesel Direct, LLC	4830528	DIESEL DIRECT
Diesel Direct, LLC	3520361	DIESEL DIRECT
Diesel Direct, LLC	5047098	DRY EDGE
Diesel Direct, LLC	5003245	FUEL'Z EDGE
Diesel Direct, LLC	5493644	POWER'Z EDGE
Diesel Direct, LLC	5356140	PURE AIR DIESEL
Diesel Direct, LLC	5587160	PURE EDGE
Diesel Direct, LLC	5332443	
Diesel Direct, LLC	5252660	PURE ENERGY
Diesel Direct, LLC	5252614	PURE ENERGY
Diesel Direct, LLC	4702474	ROADCHAMP
Diesel Direct, LLC	4701229	WINTER'Z EDGE

Value Energy Direct, LLC	3991084	VALUE ENERGY DIRECT
West Direct Equipment Savers, LLC	5330709	GEN-SHIELD FIELD SERVICES LIFE · HEALTH · SAFETY · DATA 
West Direct Equipment Savers, LLC	5336266	GEN-SHIELD
West Direct Equipment Savers, LLC	2681237	EQUIPMENT SAVERS FLEET MAINTENANCE and Design 
West Direct Equipment Savers, LLC	2681236	EQUIPMENT SAVERS
West Direct Equipment Savers, LLC	3320743	EQUIPMENT SAVERS FLEET SERVICES and Design 
West Direct Equipment Savers, LLC	3320742	EQUIPMENT SAVERS FLEET SERVICES
West Direct Labs, LLC	2418585	TITAN
West Direct Labs, LLC	1680889	TITAN
West Direct Labs, LLC	2342453	TITAN LABORATORIES
West Direct Labs, LLC	2466880	TITAN CHECKUP
West Direct Labs, LLC	2516081	TITAN TESTED
West Direct Labs, LLC	4591291	TITAN LABORATORIES COMPLETE FLUIDS ANALYSIS



		 COMPLETE FLUIDS ANALYSIS
West Direct Oil, LLC	2977207	LUBE BASIC
West Direct Oil, LLC	3848973	ZENITH
West Direct Oil, LLC	4016248	ZENITH
West Direct Oil, LLC	3846183	SKY KEEPING IT BLUE
West Direct Oil, LLC	3938468	SKY KEEPING IT BLUE and Design
West Direct Oil, LLC	3846184	BLUE IS THE NEW GREEN
West Direct Oil, LLC	3997536	SKY
West Direct Oil, LLC	4587121	S SIEGEL ENERGY CORPORATION BETTER EVERY DAY  
West Direct Oil, LLC	5856005	WEST DIRECT OIL
West Direct Oil, LLC	4098019	HONORTHY MOTHER  
Fuelloc, LLC	4322115	BARLOC
Fuelloc, LLC	4309771	BARLOC
Fuelloc, LLC	5312915	FUELLOC

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
Diesel Direct, LLC	US10121145	Barloc

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	TITLE
Fuelloc, LLC	US 2019-0367353-A1	Fleet Fuel Management System

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

EXCLUSIVE COPYRIGHT LICENSES

None.