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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM638536

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WEST TEXAS GAS, INC.		03/25/2021	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION	
Street Address:	1445 Ross Avenue, 45th Floor	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75202	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	90132433	WTG

CORRESPONDENCE DATA

Fax Number: 8043447999

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: 8047888331

Email: HWRITM@HuntonAK.com

Correspondent Name: Stephen Demm, Hunton Andrews Kurth LLP

Address Line 1: 951 East Byrd Street

Address Line 2: Riverfront Plaza, East Tower
Address Line 4: Richmond, VIRGINIA 23219

ATTORNEY DOCKET NUMBER:	042575.0100053
NAME OF SUBMITTER:	Stephen P. Demm
SIGNATURE:	/Stephen P. Demm/
DATE SIGNED:	04/12/2021

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

WHEREAS, WEST TEXAS GAS, INC., a Texas corporation ("Grantor"), owns the trademarks, trademark registrations and trademark applications listed on <u>Schedule 1</u> annexed hereto and incorporated herein by reference, and is a party to the trademark licenses (as defined below) listed on <u>Schedule 1</u> annexed hereto and incorporated herein by reference; and

WHEREAS, pursuant to the terms of the Second Amended and Restated Pledge and Security Agreement dated as of August 28, 2018, as amended (as such agreement has been amended and may be further amended and in effect from time to time, the "Security Agreement"), among Grantor and various subsidiaries and/or affiliated entities of Grantor (as debtors) and Wells Fargo Bank, National Association, as administrative agent and collateral agent for certain lenders and other secured parties (in such capacities, "Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all products and proceeds thereof, to secure the payment and performance of all Obligations (as such term is defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of 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 presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, together with any reissues, continuations, renewals or extensions thereof, including, without limitation, the trademarks, trademark registrations and trademark applications referred to in <u>Schedule 1</u> annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in <u>Schedule 1</u> annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration, including, without limitation, the trademarks and trademark registrations referred to in <u>Schedule 1</u> annexed hereto, the trademark registrations issued with respect to the trademark applications referred in <u>Schedule 1</u> and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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 WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer effective as of the 25th day of March, 2021.

GRANTOR:

WEST TEXAS GAS, INC.

By: Name: Richard D. Hatchett

Title: President

Acknowledged:

SECURED PARTY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent and Collateral Agent under the Security Agreement

By: Emily Williamson Board

Title: Vice President

Schedule 1 to Trademark Security Agreement

A. Registered United States Trademarks

Trademark	Number	
N/A	N/A	N/A

B. Pending United States Trademark Applications

Trademark	Serial Number	Owner
WTG & Design filed on August 24, 2020	90/132,433	West Texas Gas, Inc.

C. Trademark Licenses

N/A

SCHEDULE 1 to Trademark Security Agreement - Page 1 042575.0100053 EMF_US 84545979v1

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