

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM650411

|   |   |  |                       |
|---|---|--|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                              |  |                       |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                           |  |                       |
| <b>CONVEYING PARTY DATA</b>   |   |  |                       |
| <b>Name</b>   | <b>Formerly</b>                             | <b>Execution Date</b>                    | <b>Entity Type</b>    |
| ATLAS OIL COMPANY   |   | 05/28/2021                               | Corporation: MICHIGAN |
| ATLAS OIL<br>TRANSPORTATION, INC.   |   | 05/28/2021                               | Corporation: MICHIGAN |
| <b>RECEIVING PARTY DATA</b>   |   |  |                       |
| <b>Name:</b>  | WELLS FARGO BANK, NATIONAL ASSOCIATION      |  |                       |
| <b>Street Address:</b>  | 10 South Wacker Drive                       |  |                       |
| <b>City:</b>  | Chicago                                     |  |                       |
| <b>State/Country:</b>   | ILLINOIS                                    |  |                       |
| <b>Postal Code:</b>   | 60606                                       |  |                       |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES |  |                       |
| <b>PROPERTY NUMBERS Total: 13</b>   |   |  |                       |
| <b>Property Type</b>  | <b>Number</b>                               | <b>Word Mark</b>                         |                       |
| <b>Registration Number:</b>   | 3551413                                     | ATLAS CARES                              |                       |
| <b>Registration Number:</b>   | 4024216                                     | GENERATOR ASSURANCE PLAN                 |                       |
| <b>Registration Number:</b>   | 4113242                                     | GENERATOR ASSURANCE PLAN GUARANTEED FUEL |                       |
| <b>Registration Number:</b>   | 3801854                                     | PLATINUM POWER                           |                       |
| <b>Registration Number:</b>   | 4655441                                     | EMERGENCY REFUEL                         |                       |
| <b>Registration Number:</b>   | 4632999                                     | ECOEARH                                  |                       |
| <b>Registration Number:</b>   | 2403533                                     | ATLAS OIL TRANSPORTATION                 |                       |
| <b>Registration Number:</b>   | 2403534                                     | ATLAS OIL TRANSPORTATION                 |                       |
| <b>Registration Number:</b>   | 3422161                                     | ATLAS OIL TRANSPORTATION                 |                       |
| <b>Registration Number:</b>   | 2504936                                     | WOW!                                     |                       |
| <b>Registration Number:</b>   | 2502385                                     | WOW!                                     |                       |
| <b>Serial Number:</b>   | 88219573                                    | INNOVATOR PERFORMANCE PRODUCTS           |                       |
| <b>Serial Number:</b>   | 88219631                                    | ATLAS INNOVATOR PERFORMANCE PRODUCTS     |                       |
| <b>CORRESPONDENCE DATA</b>  |   |  |                       |
| <b>Fax Number:</b>  |   |  |                       |
| <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> |   |  |                       |

CH \$340.00 3551413

**Email:** kansley@blankrome.com  
**Correspondent Name:** Kareem Ansley  
**Address Line 1:** 717 Texas Avenue  
**Address Line 2:** Suite 1400  
**Address Line 4:** Houston, TEXAS 77002

**ATTORNEY DOCKET NUMBER:** 155656-01247

**NAME OF SUBMITTER:** Kareem Ansley

**SIGNATURE:** /Kareem Ansley/

**DATE SIGNED:** 05/28/2021

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28<sup>th</sup> day of May, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Credit Agreement dated as of May 28, 2021 (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among **ATLAS OIL HOLDING COMPANY**, as parent ("Parent"), **ATLAS OIL COMPANY**, a Michigan corporation ("Atlas"), **ATLAS OIL TRANSPORTATION, INC.**, a Michigan corporation ("Transportation"), **B&R OIL COMPANY, INC.**, an Indiana corporation ("B&R"), **ATLAS MARINE SERVICES, LLC**, a Michigan limited liability company ("Marine", together with Atlas, Transportation, B&R, and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto, as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of May 28, 2021 (including all annexes, exhibits or schedules thereto, as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the "Guaranty and Security Agreement"); and

**WHEREAS**, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (hereinafter referred to as the "Security Interest") in all of such Grantor's right,

title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. This Trademark Security Agreement and any notices delivered under this Trademark Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied

manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

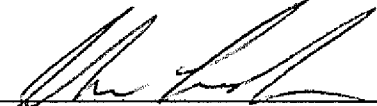
7. CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

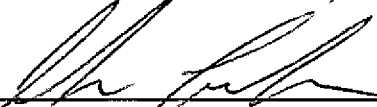
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**ATLAS OIL COMPANY**

By:   
Name: John Cowden  
Title: Assistant Secretary

**ATLAS OIL TRANSPORTATION, INC.**

By:   
Name: John Cowden  
Title: Assistant Secretary

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking association**

By: \_\_\_\_\_  
Name: Sarah Raybon  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ATLAS OIL COMPANY

By: \_\_\_\_\_  
Name: John Cowden  
Title: Assistant Secretary

ATLAS OIL TRANSPORTATION, INC.

By: \_\_\_\_\_  
Name: John Cowden  
Title: Assistant Secretary

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking association

By:  \_\_\_\_\_  
Name: Sarah Raybon  
Title: Authorized Signatory

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

| <b>Grantor</b>                  | <b>Country</b> | <b>Mark</b>                                     | <b>Application/<br/>Registration No.</b> | <b>App/Reg Date</b> |
|---------------------------------|----------------|---|--|---------------------|
| Atlas Oil Company               | United States  | ATLAS CARES                                     | 3551413                                  | 12/23/2008          |
| Atlas Oil Company               | United States  | GENERATOR ASSURANCE PLAN                        | 4024216                                  | 9/6/2011            |
| Atlas Oil Company               | United States  | GENERATOR ASSURANCE PLAN GUARANTEED FUEL SUPPLY | 4113242                                  | 3/13/2012           |
| Atlas Oil Company               | United States  | PLATINUM POWER                                  | 3801854                                  | 6/15/2010           |
| Atlas Oil Company               | United States  | INNOVATOR PERFORMANCE PRODUCTS                  | 88/219573                                | 12/6/2018           |
| Atlas Oil Company               | United States  | ATLAS INNOVATOR PERFORMANCE PRODUCTS            | 88/219631                                | 12/6/2018           |
| Atlas Oil Company               | United States  | EMERGENCY REFUEL                                | 4655441                                  | 12/16/2014          |
| Atlas Oil Company               | United States  | ECOEARH   | 4632999                                  | 11/4/2014           |
| Atlas Oil Transportations, Inc. | United States  | ATLAS OIL TRANSPORTATION                        | 2403533                                  | 11/14/2000          |
| Atlas Oil Transportations, Inc. | United States  | ATLAS OIL TRANSPORTATION                        | 2403534                                  | 11/14/2000          |



|                                       |               |                                 |         |            |
|---------------------------------------|---------------|---------------------------------|---------|------------|
| Atlas Oil<br>Transportations,<br>Inc. | United States | ATLAS OIL<br>TRANSPORTATI<br>ON | 3422161 | 5/6/2008   |
| Atlas Oil<br>Transportations,<br>Inc. | United States | WOW!                            | 2504936 | 11/6/2001  |
| Atlas Oil<br>Transportations,<br>Inc. | United States | WOW!                            | 2502385 | 10/30/2001 |

[Signature Page to Trademark Security Agreement]