

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657757

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PETROGAS US INC.		06/29/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	NATIONAL WESTMINSTER BANK PLC, as Security Agent
Street Address:	250 Bishopsgate
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2M4AA
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5311846	A
Registration Number:	5311844	A
Registration Number:	4885850	A
Registration Number:	4885840	A
Registration Number:	4732841	APPLEGREEN
Registration Number:	4813737	APPLEGREEN
Registration Number:	4929154	APPLEGREEN
Registration Number:	4885866	APPLEGREEN
Registration Number:	4929153	APPLEGREEN
Registration Number:	4889064	APPLEGREEN
Registration Number:	4885841	LOW FUEL PRICES, ALWAYS
Serial Number:	90581976	EMPIRE STATE THRUWAY PARTNERS THE HEARTB

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 7043311000

Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com

TRADEMARK

Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 100 North Tryon Street
Address Line 2: Suite 4700, ATTN: IP DEPARTMENT
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 043093.000008

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 07/02/2021

Total Attachments: 6

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**Grant of Security Interest
in United States Patents and Trademarks**

This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of June 29, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entity identified as grantor on the signature pages hereto (the "**Grantor**") in favor of National Westminster Bank Plc, as Security Agent for the Secured Parties (in such capacity, together with its successors and assigns, the "**Security Agent**").

WHEREAS, the Grantor is party to a Security Agreement dated as of June 29, 2021 (the "**Security Agreement**") between the Grantors and the other grantors party thereto and the Security Agent pursuant to which the Grantor granted a security interest to the Security Agent in the Patent and Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Security Agent as follows:

SECTION. 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest

The Grantor hereby grants to the Security Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (all of the following items or types of property, other than to the extent constituting an Excluded Asset, being herein collectively referred to as the "Patent and Trademark Collateral"):

- (i) each United States and foreign patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;
- (ii) each Patent License, including each Patent License listed on Schedule A hereto;
- (iii) each United States and foreign trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;
- (iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (v) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Patent and 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 the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Termination

Upon the occurrence of the Discharge Date and termination of the Security Agreement, the Security Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent and Trademark Collateral under this Agreement.

SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the
day of June, 2021.

PETROGAS US INC., as Grantor

By: Elizabeth Pierce
Name: **Elizabeth Pierce**
Title: **President**

NATIONAL WESTMINSTER BANK PLC,
as Security Agent, as Grantee


By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the _____
day of June, 2021.

PETROGAS US INC., as Grantor

By: _____
Name:
Title:

NATIONAL WESTMINSTER BANK PLC,
as Security Agent, as Grantee

By:  _____
Name: Lee Donnithorne
Title: Director

Schedule A to Patent and Trademark Security Agreement

PATENTS AND PATENT APPLICATIONS

None.

PATENT LICENSES

None.

Schedule B to Patent and Trademark Security Agreement

TRADEMARKS

Owner	Registration No.	Country	Issue Date	Mark
Petrogas Group US Inc.	5311846	United States	10/17/2017	A and Design
Petrogas Group US Inc.	5311844	United States	10/17/2017	A and Design
Petrogas Group US Inc.	4885850	United States	01/12/2016	A and Design
Petrogas Group US Inc.	4885840	United States	01/12/2016	A and Design
Petrogas Group US Inc.	4732841	United States	05/05/2015	APPLEGREEN
Petrogas Group US Inc.	4813737	Unites States	09/15/2015	APPLEGREEN
Petrogas Group US Inc.	4929154	United States	03/29/2016	APPLEGREEN and Design
Petrogas Group US Inc.	4885866	United States	01/12/2016	APPLEGREEN and Design
Petrogas Group US Inc.	4929153	United States	03/29/2016	APPLEGREEN and Design
Petrogas Group US Inc.	4889064	United States	01/19/2016	APPLEGREEN and Design
Petrogas Group US Inc.	4885841	United States	01/12/2016	LOW FUEL PRICES, ALWAYS

TRADEMARK APPLICATIONS

Owner	Serial No.	Country	Filing Date	Mark
Petrogas Group US Inc.	90581976	United States	03/16/2021	EMPIRE STATE THRUWAY PARTNERS THE HEARTBEAT OF NEW YORK

TRADEMARK LICENSES

None.