

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684389

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|---|--|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Carroll Independent Fuel, LLC (successor to Carroll Independent Fuel Company) | | 10/27/2021 | Limited Liability Company: MARYLAND |
| RECEIVING PARTY DATA | | | |
| Name: | MANUFACTURERS AND TRADERS TRUST COMPANY, as Administrative Agent | | |
| Street Address: | P.O. Box 1358 | | |
| City: | Buffalo | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 14240-1358 | | |
| Entity Type: | Corporation: NEW YORK | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 90766964 | PIPELINE ON WHEELS | |
| Serial Number: | 88718617 | CARROLL FUEL NETWORK RIGHT FUEL. RIGHT P | |
| Serial Number: | 88718593 | CARROLL FUEL NETWORK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2159882757 | | |
| <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> | | | |
| Email: | karen.spina@faegredrinker.com | | |
| Correspondent Name: | Jacob R. Torkeo | | |
| Address Line 1: | One Logan Square, Ste. 2000 | | |
| Address Line 2: | Faegre Drinker Biddle & Reath LLP | | |
| Address Line 4: | Philadelphia, PENNSYLVANIA 19103-6996 | | |
| NAME OF SUBMITTER: | Karen M. Spina | | |
| SIGNATURE: | /Karen M. Spina/ | | |
| DATE SIGNED: | 10/28/2021 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is made as of October 27, 2021, by and between Carroll Independent Fuel, LLC (successor to Carroll Independent Fuel Company), a Maryland limited liability company (together with its respective successors and permitted assigns, the “**Assignor**”), and Manufacturers and Traders Trust Company, with an office at PO Box 1358, Buffalo, New York, 14240-1358, as administrative agent for itself and the other Secured Parties (as that term is defined in the Credit Agreement referenced below) (together with its successors and assigns in such capacity, “**Assignee**”).

WHEREAS, this Trademark Security Agreement is made pursuant to the Security Agreement dated as of February 29, 2012 by and among Assignee, Assignor, HOB Holdco, LLC (“**HOB**”), HJR-Benson Venture LLC (“**Holdings**” and together with HOB, the “**Borrowers**”), and those other grantors party thereto (as reconfirmed and ratified as of January 15, 2016, as reaffirmed and amended pursuant to the Reaffirmation Agreement dated as of November 10, 2016 and the Second Reaffirmation Agreement dated as of the date hereof (collectively, the “**Reaffirmation Agreements**”), and as the same may be amended, restated, modified, supplemented, reaffirmed and/or replaced from time to time, the “**Security Agreement**”).

WHEREAS, Assignor is the owner of certain trademarks, including pending applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby (the “**Marks**”), including without limitation those listed on Exhibit A hereto;

WHEREAS, Assignor and the other assignors party thereto have executed a certain First Lien Trademark Security Agreement dated as of February 29, 2012, and a certain Trademark Security Agreement dated as of November 10, 2016, each as reaffirmed pursuant to the Reaffirmation Agreements, under which Assignor and those other assignors party thereto granted

certain security interests and liens in and to certain trademark applications and registrations and certain Marks, which security interests and liens were recorded with the United States Patent and Trademark Office at Reel/Frame 4754/0638 and Reel/Frame 5917/0987, respectively; and

WHEREAS, the Borrowers, Assignee, as Administrative Agent and a Lender, and certain other Lenders (as defined in the Credit Agreement) entered into that certain Amended and Restated Credit Agreement dated as of November 10, 2016 (which has been amended through the date hereof and as the same may be further amended, restated, modified, supplemented and/or replaced from time to time, the “**Credit Agreement**”), pursuant to which such Lenders and the other Secured Parties agreed to extend credit to the Borrowers on the terms and conditions described therein; and

WHEREAS, one of the conditions to the extension of credit under the Credit Agreement is that payment of the Secured Obligations (as defined in the Credit Agreement) shall be secured by, among other things, a security interest in favor of the Assignee, for the benefit of the Secured Parties, in the Marks and all Proceeds (as defined in the Security Agreement) thereof and Assignor, as a direct or indirect Subsidiary of Holdings, is willing to grant to the Assignee, for the benefit of the Secured Parties, a security interest in the Marks and all Proceeds thereof and all other related claims and rights as more fully described in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Secured Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all Proceeds thereof and gives notice of such security interest and the existence of the Security Agreement providing therefor.

[Signature Page Follows]

Executed as of the date first above written.

Assignor:

Carroll Independent Fuel, LLC (successor to Carroll
Independent Fuel Company)

By John H. Phelps Sr.
Name: John H. Phelps Sr.
Title: Manager

[Signature Page to Trademark Security Agreement]

Assignee:



**MANUFACTURERS AND TRADERS TRUST
COMPANY**, as Assignee, in its capacity as
Administrative Agent

By: 
Name: Erica S. Cariello
Title: Vice President

[Signature Page to Trademark Security Agreement]

EXHIBIT A

Marks

| TRADEMARK Serial No. Registration No. | GOODS/SERVICES | STATUS (App./Reg. Date) |
|---|---|------------------------------------|
| PIPELINE ON WHEELS 90/766,964 | Transportation of petroleum products and chemical products by tanker trucks (IC 39) | Pending June 10, 2021 |
|  88/718,617 | Motor fuels (IC 4) Providing a discounted fuel program for commercial customers that provides for discounted formula rates for motor fuels (IC 35) | Pending December 6, 2019 |
|  88/718,593 | Motor fuels (IC 4) Providing a discounted fuel program for commercial customers that provides for discounted formula rates for motor fuels (IC 35) | Pending December 6, 2019 |