TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM697790

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame 6521/0673	
SEQUENCE:	1	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		12/23/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	PUMPELLY OIL ACQUISITION LLC		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	3612998	FIRST LINE	

CORRESPONDENCE DATA

6172359493 Fax Number:

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: 16179517169

Email: catherine.murray@ropesgray.com

Correspondent Name: Catherine Murray

Address Line 1: Prudential Tower, 800 Boylston Street

Address Line 2: Ropes & Gray LLP

Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	109764-0105	
NAME OF SUBMITTER:	Catherine Murray	
SIGNATURE:	/cmurray/	
DATE SIGNED:	12/27/2021	

Total Attachments: 4

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> TRADEMARK **REEL: 007542 FRAME: 0103**

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RELEASE OF TRADEMARK SECURITY AGREEMENT

This **RELEASE OF TRADEMARK SECURITY AGREEMENT**, dated as of December 23, 2021, is made by U.S. Bank National Association, as administrative agent (in such capacity, together with its successors and permitted assigns, the "<u>Administrative Agent</u>") for the Lenders and the L/C Issuer (as defined in the Loan Agreement referred to below) and the other Secured Parties (in such capacity, the "<u>Grantee</u>"), in favor of PUMPELLY OIL ACQUISITION LLC, a Delaware limited liability company (the "<u>Grantor</u>").

WHEREAS, (i) the Grantor, the Grantee and others are parties to that certain Loan and Security Agreement, dated as of July 28, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), and (ii) the Grantor and the Grantee are parties to that certain Trademark Security Agreement, dated as of January 7, 2019 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Loan and Security Agreement and the Trademark Security Agreement, the Grantor granted to the Grantee a security interest in all of the Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below), including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to on Schedule A annexed hereto;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (the "<u>USPTO</u>") on January 10, 2019 at Reel 6521 and Frame 0673;

WHEREAS, the Grantee has agreed to terminate and release its security interest in, to and under the Trademark Collateral and reassign any and all rights in the same to the Grantor; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them (including by reference to other agreements) in the Loan and Security Agreement or Trademark Security Agreement, as applicable.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby agrees as follows:

- 1. Release of Security Interest. The Grantee hereby (i) terminates the Trademark Security Agreement, and (ii) terminates, releases, relinquishes and discharges fully all mortgages, liens, and security interests granted to the Grantee for the benefit of itself and the other Secured Parties in the following (collectively, the "<u>Trademark Collateral</u>"):
 - a. all of its Trademarks, including, without limitation, those referred to on <u>Schedule</u> A hereto;
 - b. all renewals and extensions of the foregoing;

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- c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- d. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

and reassigns and transfers to the Grantor, without representation, warranty or recourse of any kind, any and all right, title and interest the Grantee may have in, to or under the Trademark Collateral (including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to on <u>Schedule A</u> annexed hereto).

- 2. Recordation. The Grantee hereby authorizes the Grantor, or the Grantor's authorized representative(s), as the case may be, at the Grantor's sole expense, to record this document with the USPTO and any other applicable governmental office or agency. The Grantee further authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this document, it being understood that such recordation shall be at the Grantor's sole expense.
- 3. Governing Law. This document shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Grantee has caused this Release of Trademark Security Agreement to be duly executed as of the date first set forth above.

Grantee:

U.S. BANK NATIONAL ASSOCIATION, as Administrative Agent

Name: Ari Kaplan

Title: Senior Vice President

SCHEDULE A

Trademark Registrations and Trademark Applications

1. REGISTERED TRADEMARKS

Title	Application	Application	Registration	Registration
	No	Date	No	Date
	77148762	04/04/2007	3612998	04/28/2009
FIRST LINE				

2. TRADEMARK APPLICATIONS

None.

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RECORDED: 12/27/2021