

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699469

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atlas Fuel Services, LLC		12/17/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A., as Administrative Agent		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4024216	GENERATOR ASSURANCE PLAN	
Registration Number:	4113242	GENERATOR ASSURANCE PLAN GUARANTEED FUEL	
Registration Number:	3422161	ATLAS OIL TRANSPORTATION	
Registration Number:	2403533	ATLAS OIL TRANSPORTATION	
Registration Number:	2403534	ATLAS OIL TRANSPORTATION	
Serial Number:	97079998	STORMPROOF	
Serial Number:	97079999	STORMPROOF	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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>			
Phone:	216-586-7232		
Email:	tsinger@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	TYLER SINGER/JONES DAY		
Address Line 1:	901 LAKESIDE AVENUE		
Address Line 4:	CLEVELAND, OHIO 44114-1190		
ATTORNEY DOCKET NUMBER:	741887-600367		
NAME OF SUBMITTER:	TYLER SINGER		
SIGNATURE:	/TYLER SINGER/		

CH \$190.00 4024216

DATE SIGNED:	01/04/2022
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 17, 2021, (this “Agreement”), by Atlas Fuel Services, LLC (the “Grantor”) in favor of Citizens Bank, N.A., as Administrative Agent.

Reference is made to (a) that certain Pledge and Security Agreement, dated as of March 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Liquid Tech Solutions Holdings, LLC, a Delaware limited liability company (the “Borrower”), Patriot Guarantor LLC, a Delaware limited liability company (“Holdings”), the Subsidiary Grantors from time to time party thereto and the Administrative Agent and (b) that certain Joinder Agreement, dated as of the date hereof (the “Joinder Agreement”), executed by the Grantor. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of March 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the Lenders from time to time party thereto and the Administrative Agent, and the First Amendment Incremental Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement and that certain First Amendment, dated as of the date hereof (the “First Amendment”), among the Borrower, Holdings, the First Amendment Incremental Lender party thereto, the Subsidiary Guarantors party thereto and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, Section 5(l) of the First Amendment and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the First Amendment, as applicable. Sections 1.03 and 1.06 of the Credit Agreement shall apply to this Agreement *mutatis mutandis*.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did, and hereby does, pledge, collaterally assign, mortgage and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following personal property and other assets, whether now owned by or owing to hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

(a) all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

(b) all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

(c) all (i) Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III hereto and (ii) all exclusive Copyright Licenses over which the Grantor is a licensee, including those listed on Schedule III hereto; and

(d) all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative

Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement, and any claim, controversy or dispute (whether in tort, in contract, at law or in equity or otherwise) based upon, arising out of or related to this Agreement, shall be governed by, and construed in accordance with, the laws of the State of New York.

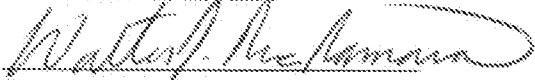
SECTION 5. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other electronic transmission of the relevant signature pages hereof, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ATLAS FUEL SERVICES, LLC

By:


Name: Walter J. McNamara




Title: Chief Financial Officer

{Signature Page to Intellectual Property Security Agreement}

TRADEMARK
REEL: 007548 FRAME: 0923

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Atlas Fuel Services, LLC	4,024,216	“Generator Assurance Plan”
Atlas Fuel Services, LLC	4,113,242	“Generator Assurance Plan Guaranteed Fuel Supply”
Owned by Atlas Oil Transportation, Inc., a Michigan corporation. Licensed to Atlas Fuel Services, LLC	3,422,161	
Owned by Atlas Oil Transportation, Inc., a Michigan corporation. Licensed to Atlas Fuel Services, LLC	2,403,533	
Owned by Atlas Oil Transportation, Inc., a Michigan corporation. Licensed to Atlas Fuel Services, LLC	2,403,534	

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Atlas Fuel Services, LLC	97079998	“STORMPROOF”
Atlas Fuel Services, LLC	97079999	“STORMPROOF”

SCHEDULE II

PATENTS

[None.]

PATENT APPLICATIONS

[None.]

SCHEDULE II

[[5757891]]

TRADEMARK
REEL: 007548 FRAME: 0925

SCHEDULE III

COPYRIGHTS

[None.]

COPYRIGHT APPLICATIONS

[None.]

EXCLUSIVE COPYRIGHT LICENSES

[None.]

SCHEDULE III

[[5757891]]