

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706867

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Encina Business Credit, LLC		02/03/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Vertex Energy Operating, LLC		
Street Address:	1331 Gemini, Suite 250		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77058		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5007123	VERTEX	
Registration Number:	5172491	PRODUCING TOMORROW'S ENERGY	
Registration Number:	5177437	VERTEX	
CORRESPONDENCE DATA			
Fax Number:	2128066006		
<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:	12128065400		
Email:	tm@stroock.com, jmann@stroock.com		
Correspondent Name:	Jeffrey M. Mann		
Address Line 1:	180 Maiden Lane, 38th Floor		
Address Line 4:	New York, NEW YORK 10038-4982		
ATTORNEY DOCKET NUMBER:	007579.0002		
NAME OF SUBMITTER:	Jeffrey Mann		
SIGNATURE:	/Jeffrey Mann/		
DATE SIGNED:	02/07/2022		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS is dated as of February 3, 2022, by Encina Business Credit, LLC, a Delaware limited liability company having an address of 111 W. Jackson, Suite 1700, Chicago, Illinois, 60604, as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders, and the other Credit Parties (each as defined in the Credit Agreement referred to below). Terms defined in the Security Agreement or the Trademark Agreement referred to below and not otherwise defined herein are used herein as defined in the Security Agreement and Trademark Agreement, as applicable.

WHEREAS, reference is made to (i) that certain ABL Credit Agreement, dated as of February 1, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Borrowers, the other Loan Parties, and the Lenders from time to time party thereto and the Agent; (ii) that certain Guaranty and Security Agreement dated February 1, 2017 by and among Vertex Energy Operating, LLC, a Texas limited liability company having an address of 1331 Gemini, Suite 250, Houston, Tx 77058 ("Grantor") and Agent (the "Security Agreement") and (iii) that certain Trademark Security Agreement dated as of February 1, 2017 ("Trademark Agreement"), by and among Agent and Grantor;

WHEREAS, pursuant to the Credit Agreement, under the Security Agreement and the Trademark Agreement, Grantor as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, mortgaged, pledged and hypothecated to the Agent for the benefit of the Credit Parties and granted to Agent for the benefit of the Credit Parties a Lien on and security interest in the Trademark Collateral, including, without limitation, the trademarks listed on Schedule I attached hereto;

WHEREAS, Agent recorded the Trademark Agreement on February 1, 2017 at Reel 05982, Frame 0009 with the United States Patent and Trademark Office; and


WHEREAS, Grantor has requested that Agent release its security interests in and liens on the Trademark Collateral, including, without limitation, the trademarks listed on Schedule I hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby terminates the Trademark Agreement and fully discharges, releases and terminates its security interests in and liens on the Trademark Collateral, including, without limitation, the trademarks listed on Schedule I hereto, and Agent hereby re-assigns to Grantor any right, title or interest it may have in or to any of the Trademark Collateral, including, without limitation, the trademarks listed on Schedule I. Agent authorizes and requests that the United States Commissioner of Trademarks and any other applicable government officer record this Release of Security Interest in Trademarks.

[Signature page follows]

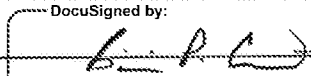
IN WITNESS WHEREOF, Agent has caused this Release of Security Interest in Trademarks to be duly executed as of the day and year first above written.

ENCINA BUSINESS CREDIT, LLC, as
Agent

By: 
Name: DANIEL ROSS
Title: AUTHORIZED SIGNATORY

AGREED TO AND ACCEPTED:

VERTEX ENERGY OPERATING, LLC

By: DocuSigned by:  _____

Name: Ben Cowart F4208005839A43D...

Title: CEO