

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747093

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mansfield Energy Corp.		08/09/2022	Corporation: GEORGIA
Mansfield Service Partners South, LLC		08/09/2022	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	3424 Peachtree Road, NE, Suite 2300		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	3948548	COLDPRO	
Registration Number:	6195060	COLDPRO	
Registration Number:	3604899	M	
Registration Number:	3397642	MANSFIELD	
Registration Number:	3384613	M	
Registration Number:	3397641	MANSFIELD	
Registration Number:	4621554	GAS-TO-GALLONS	
Registration Number:	4622192	BLUE LEAF	
Registration Number:	4050365	ARSENAL	
Registration Number:	4149586	TANK ARMOR	
Registration Number:	5129440	DRY TANK	
Registration Number:	5137913	CLEAN 365	
Registration Number:	4626170	ENTINUUM	
Registration Number:	5105418	FIRST+AID	
Registration Number:	4334117	FUEL-ALL	
Registration Number:	4337657	FUELNET	
Registration Number:	5551151	FUELScore	
Registration Number:	4150524	GENPRO	
		TRADEMARK	

CH \$615.00 3948548

Property Type	Number	Word Mark
Registration Number:	4791819	TANKPRO
Registration Number:	6711412	D1 CONNECT
Serial Number:	90674322	DELIVERY ONE
Registration Number:	6177626	EMERALD LUBES
Serial Number:	90674328	ENERGY. SIMPLIFIED.
Registration Number:	4522491	G2G

CORRESPONDENCE DATA

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.

Email: richardsonan@gtlaw.com

Correspondent Name: Andrew Richardson

Address Line 1: 3333 Piedmont Road NE

Address Line 2: Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

NAME OF SUBMITTER:	Andrew Richardson
SIGNATURE:	/Andrew Richardson/
DATE SIGNED:	08/09/2022

Total Attachments: 7
source=MANSFIELD TRADEMARK SECURITY AGREEMENT (Executed 2022.08.09)#page1.tif
source=MANSFIELD TRADEMARK SECURITY AGREEMENT (Executed 2022.08.09)#page2.tif
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated August 9, 2022, (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, this “Trademark Security Agreement”) by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors,” and each, individually, “Grantor”) and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (“Administrative Agent”). Capitalized terms used but not defined herein shall have the meaning given in the Credit Agreement (as defined below).

WHEREAS, pursuant to (a) that certain Credit Agreement dated as of April 28, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), among MANSFIELD OIL COMPANY OF GAINESVILLE, INC., a Georgia corporation (“Mansfield Oil”), MANSFIELD POWER AND GAS, LLC, a Georgia limited liability company (“Mansfield Power”), MANSFIELD SERVICE PARTNERS MIDCON, LLC, a Georgia limited liability company f/k/a Mansfield Systems, LLC, f/k/a Mansfield Systems, Inc. (“Mansfield Midcon”), MANSFIELD OF CANADA, ULC, a Canadian unlimited liability company (“Mansfield Canada”), MANSFIELD SERVICE PARTNERS SOUTH, LLC, a Texas limited liability company f/k/a O’Rourke Dist. Co., LLC (“Mansfield South”), O’ROURKE MARINE SERVICES, LLC, a Texas limited liability company (“O’Rourke Marine”), JLH TRUCKING, LLC, a Texas limited liability company (“JLH Trucking”), OFFSITE EQUIPMENT SERVICES, LLC, a Texas limited liability company (“Offsite Equipment”), SELECT ENVIRONMENTAL, LLC, a Texas limited liability company (“Select Environmental”), MANSFIELD SERVICE PARTNERS ROCKIES, LLC, a Georgia limited liability company (“Mansfield Rockies”), ESERVICES ENERGY MANAGEMENT, LLC, a West Virginia limited liability company (“eServices”, and together with Mansfield Oil, Mansfield Power, Mansfield Midcon, Mansfield Canada, Mansfield South, O’Rourke Marine, JLH Trucking, Offsite Equipment, Select Environmental, and Mansfield Rockies, each a “Borrower” and collectively, the “Borrowers”), MANSFIELD ENERGY CORP., a Georgia corporation (“Mansfield Energy”), JMS MARINE SERVICES, LLC, a Texas limited liability company (“JMS Marine”), MANSFIELD SERVICE PARTNERS, LLC, a Georgia limited liability company (“Mansfield Service”, and together with Mansfield Energy and JMS Marine, each a “Guarantor and collectively, the “Guarantors”), the other Loan Parties party thereto, the Lenders party thereto, and Administrative Agent and (b) that certain Fifth Amendment to Credit Agreement and Fifth Amendment to Pledge and Security Agreement of even date herewith (the “Fifth Amendment”) among the Borrowers, the Guarantors, the other Loan Parties party thereto, the Lenders, and Administrative Agent, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to Administrative Agent, that certain Pledge and Security Agreement, dated as of April 28, 2017 (including all annexes, exhibits or schedules thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, the Credit Agreement contemplates the execution of this Trademark Security Agreement by the parties hereto and the recordation of this Trademark Security Agreement in accordance with the specific terms of the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Each Grantor does hereby grant to Administrative Agent a continuing security interest in all of such Grantor's right, title, and interest in and to all of the following (all of the following being herein collectively referred to as the "Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Obligations; provided, however, that no United States intent-to-use trademark or service mark application shall be included in the Collateral to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under applicable law:

(a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (including, without limitation, each trademark listed on Schedule 1 attached hereto), together with (i) all renewals of the foregoing, (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (iii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (iv) all rights corresponding to any of the foregoing throughout the world;

(b) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

(c) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts and other computer materials and records related thereto; and

(d) all products and proceeds of any of the foregoing.

2. Miscellaneous. This security interest is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE UNITED STATES OF AMERICA, INCLUDING**

WITHOUT LIMITATION, THE UNITED STATES PATENT AND TRADEMARK LAWS.

This Trademark Security Agreement shall be binding upon each Grantor, and the trustees, receivers, successors and assigns of any Grantor, including all successors in interest of any Grantor in and to all or any part of the Collateral, and shall benefit Administrative Agent and its successors and assigns. If any provision of this Trademark Security Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Trademark Security Agreement shall not be affected thereby, and this Trademark Security Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. The section headings appearing in this Trademark Security Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Trademark Security Agreement.

[Continued on following page.]

IN WITNESS WHEREOF, Grantors and Administrative Agent have caused this Trademark Security Agreement to be duly executed by their respective officers thereunto as of the date first set forth above.

GRANTORS:

MANSFIELD ENERGY CORP.

By: 
Name: Michael F. Mansfield, Sr.
Title: Chief Executive Officer and President

MANSFIELD SERVICE PARTNERS SOUTH,
LLC

By: 
Name: Michael F. Mansfield, Sr.
Title: Manager

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: Eric Anderson
Name: Eric Anderson
Title: Authorized Officer

[MANSFIELD—TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007816 FRAME: 0701

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

Entity	Jurisdiction	Trademark	Serial No./Registration No.	Application Date/Registration Date
Mansfield Energy Corp.	USA	COLDPRO	77/802,040 3,948,548	August 11, 2009 April 19, 2011
Mansfield Energy Corp.	USA	COLDPRO	88891016 6195060	April 28, 2020 November 10, 2020
Mansfield Energy Corp.	USA	(Add)  (M and design)	77/207,346 3,604,899	June 15, 2007 April 14, 2009
Mansfield Energy Corp.	USA	MANSFIELD	77/207,342 3,397,642	June 15, 2007 March 18, 2008
Mansfield Energy Corp.	USA	(Add)  (M and design)	77/207,340 3,384,613	June 15, 2007 February 19, 2008
Mansfield Energy Corp.	USA	MANSFIELD	77/207,336 3,397,641	June 15, 2007 March 18, 2008
Mansfield Energy Corp.	USA	GAS-TO- GALLONS	85574353 4621554	March 20, 2012 October 14, 2014
Mansfield Energy Corp.	USA	BLUE LEAF	86019482 4622192	July 25, 2013 October 14, 2014
Mansfield Energy Corp.	USA	ARSENAL	85/096,539 4,050,365	July 30, 2010 November 1, 2011
Mansfield Energy Corp.	USA	TANK ARMOR	85/433,675 4,149,586	September 28, 2011 May 29, 2012
Mansfield Energy Corp.	USA	DRY TANK	86/294398 5129440	May 29, 2014 January 24, 2017
Mansfield Energy Corp.	USA	CLEAN 365	86261664 5137913	April 24, 2014 February 7, 2017

Mansfield Energy Corp.	USA	ENTINUUM	86091767 4626170	October 15, 2013 October 21, 2014
Mansfield Energy Corp.	USA	FIRST+AID	86289138 5105418	May 22, 2014 December 20, 2016
Mansfield Energy Corp.	USA	FUEL-ALL	85710225 4334117	August 22, 2012 May 14, 2013
Mansfield Energy Corp.	USA	FUELNET	85684070 4337657	July 23, 2012 May 21, 2013
Mansfield Energy Corp.	USA	FUELScore	86648892 5551151	June 2, 2015 August 28, 2018
Mansfield Energy Corp.	USA	GENPRO	77802033 4150524	August 11, 2009 May 29, 2012
Mansfield Energy Corp.	USA	TANKPRO	86330647 4791819	July 8, 2014 August 11, 2015
Mansfield Energy Corp.	USA	D1 CONNECT	90674311 6711412	April 27, 2021 April 26, 2022
Mansfield Energy Corp.	USA	DELIVERY ONE	90674322	April 27, 2021
Mansfield Service Partners South, LLC	USA	EMERALD LUBES	88391335 6177626	April 18, 2019 October 20, 2020
Mansfield Energy Corp.	USA	ENERGY SIMPLIFIED	90674328	April 27, 2021
Mansfield Energy Corp.	USA	G2G	85574352 4522491	Mar 20 2012 Apr 29 2014