

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752435

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Magneto & Diesel Injector Service, Inc.		08/31/2022	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Varagon Capital Partners Agent, LLC, as Agent
Street Address:	c/o Alter Domus (US) LLC, 225 W. Washington Street
Internal Address:	9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	86834375	TORQUEDIESEL
Serial Number:	86785443	DIESEL UNIVERSITY
Serial Number:	86785441	M & D DISTRIBUTORS
Serial Number:	86785448	DT DIESEL TODAY
Serial Number:	97493622	SDP
Serial Number:	97493626	DCW
Serial Number:	97493643	WE FUEL UPTIME
Serial Number:	90263435	DCW

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.

Phone: 212.940.6562**Email:** joanne.arnold@katten.com**Correspondent Name:** Joanne BL Arnold**Address Line 1:** Katten**Address Line 2:** 50 Rockefeller Plaza**Address Line 4:** New York, NEW YORK 10020-1605

CH \$215.00 86834375

NAME OF SUBMITTER:	Joanne BL Arnold
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	08/31/2022
Total Attachments: 5 source=Varagon MD - Trademark Security Agreement (MD Injector) (executed)#page1.tif source=Varagon MD - Trademark Security Agreement (MD Injector) (executed)#page2.tif source=Varagon MD - Trademark Security Agreement (MD Injector) (executed)#page3.tif source=Varagon MD - Trademark Security Agreement (MD Injector) (executed)#page4.tif source=Varagon MD - Trademark Security Agreement (MD Injector) (executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

**(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

August 31, 2022

WHEREAS, the undersigned grantor (“Grantor”), owns one or more of the Trademarks listed on Schedule 1 annexed hereto and is a party to one or more of the Trademark Licenses, if any, listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among, *inter alia*, M&D MidCo, Inc., a Delaware corporation, the financial institutions from time to time party thereto (together with their respective successors and assigns, “Lenders”) and Varagon Capital Partners Agent, LLC, as agent for the Lenders (the “Agent”); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the “Collateral Agreement”) among Grantor, the other grantors party thereto and Agent (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, “Grantee”), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter arising or acquired (provided, for the avoidance of doubt, that the Trademark Collateral shall not include any Excluded Property (as defined in the Collateral Agreement)):

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License, if any, identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License, if any, identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature pages follow]

WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GRANTOR:

**MAGNETO & DIESEL INJECTOR SERVICE,
INC., a Texas corporation**

By: 

Name: James Stoddard

Title: Chief Financial Officer, Secretary, and
Treasurer

ACKNOWLEDGED:

VARAGON CAPITAL PARTNERS AGENT, LLC, as Agent

By: Varagon Capital Partners, L.P., as its sole Member







By: 
Name: Terry Robinson
Title: Senior Managing Director

SCHEDULE 1
to

Trademark Security Agreement

TRADEMARKS, TRADEMARK REGISTRATIONS AND TRADEMARK LICENSES

TRADEMARKS:

Mark	App. No.	App. Date	Reg. No.	Reg. Date
TorqueDiesel	86834375	11/30/15	5106382	12/20/16
	86785443	10/12/15	4987505	6/28/16
	86785441	10/12/15	4987504	6/28/16
	86785448	10/12/15	4987506	6/28/16
	97493622	7/7/2022	N/A	N/A
	97493626	7/7/2022	N/A	N/A
We Fuel Uptime	97493643	7/7/2022	N/A	N/A
	90263435	10/19/2020	N/A	N/A

TRADEMARK LICENSES:

None.