

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761531

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M6 ETX Holdings II LLC		10/14/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	1700 Lincoln Street		
Internal Address:	3rd Floor		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80203		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4768271	M	
Registration Number:	4928471	MIDCOAST	
Registration Number:	4928472	M MIDCOAST	
Registration Number:	6677053	MIDCOAST ENERGY	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Ted.mulligan@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	10/17/2022		
Total Attachments: 7			

OP \$115.00 4768271

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 14, 2022, is made the undersigned grantor (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of September 19, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among M6 ETX Holdings II MidCo LLC, a Delaware limited liability company (the "Company"), M6 ETX Holdings II TopCo LLC, a Delaware limited liability company, the Grantor and each of Subsidiaries of the Company from time to time party thereto and the Collateral Agent for the benefit of itself and the other Priority Lien Secured Parties;

WHEREAS, pursuant to the Credit Facilities, the Grantor is required to execute and deliver this Trademark Security Agreement (this "Trademark Security Agreement");

NOW, THEREFORE, in consideration of the premises and to induce the Priority Lien Secured Parties to extend credit and other financial accommodations to the Company under the Credit Facilities and other Priority Lien Documents, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral for the First-Out Secured Parties. The Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the First-Out Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- (a) all trademark registrations and trademark applications of the Grantor, including those listed on Schedule I attached hereto (collectively, the "Marks");
- (b) all goodwill associated with such Marks; and
- (c) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary in this Trademark Security Agreement, this Trademark Security Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any intent-to-use application trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal Law.

SECTION 3. Grant of Security Interest in Trademark Collateral for the First Lien Secured Parties. The Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the First Lien Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- (a) the Marks;
- (b) all goodwill associated with such Marks; and
- (c) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary in this Trademark Security Agreement, this Trademark Security Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any intent-to-use application trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal Law.

SECTION 4. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Termination. Upon the occurrence of the Termination Date, in accordance with the Security Agreement or as otherwise contemplated under Section 6.12 of the Security Agreement upon the release of the Grantor from its obligations under the Security Agreement or upon the sale or transfer of any of the Marks, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in such Marks under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Trademark Security Agreement and/or any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. As used herein, "**Electronic Signatures**" means any electronic symbol or process attached to, or associated with, any contract or other record and

adopted by a person with the intent to sign, authenticate or accept such contract or record. Section headings used herein are for convenience of reference only, are not part of this Trademark Security Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

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

Very truly yours,

M6 ETX HOLDINGS II LLC

By:  _____

Name: Jeannie Poland
Title: General Counsel

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Collateral Agent

By: Mike Quigley
Name: Mike Quigley
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007883 FRAME: 0083

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	M6 ETX Holdings II LLC	M & Design	86447311	11/06/2014	4768271	07/07/2015
2.	M6 ETX Holdings II LLC	MIDCOAST	86447289	11/06/2014	4928471	03/29/2016
3.	M6 ETX Holdings II LLC	M MIDCOAST & Design	86447327	11/06/2014	4928472	03/29/2016
4.	M6 ETX Holdings II LLC	MIDCOAST ENERGY	90628763	04/07/2021	6677053	03/22/2022

Trademark Applications:

None.