

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769730

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Approved Oil Co. of Brooklyn, Inc.		11/15/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	383 Madison Avenue, 22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5228211	STUYVESANT	
CORRESPONDENCE DATA			
Fax Number:	8883259172		
<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:	16172390567		
Email:	carla.hines@lockelord.com		
Correspondent Name:	Carla A. Hines		
Address Line 1:	LOCKE LORD LLP, 111 Huntington Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	1444099.00079		
NAME OF SUBMITTER:	Carla Hines		
SIGNATURE:	/s/ Carla Hines		
DATE SIGNED:	11/23/2022		
Total Attachments: 4			
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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of November 15, 2022 and is entered into by and between Approved Oil Co. of Brooklyn, Inc. (the "Grantor"), and JPMorgan Chase Bank, N.A., as Administrative Agent for the benefit of itself and the other lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

This Agreement is a supplement to that certain Trademark Security Agreement dated as of November 22, 2017 between the Grantor and the Administrative Agent (as amended, modified and/or confirmed, the "2017 Trademark Security Agreement").

WITNESSETH:

WHEREAS pursuant to a Credit Agreement dated as of November 22, 2017 (as previously amended, the "2017 Credit Agreement") among the Grantor as Borrower, the other Loan Parties party thereto, the lenders party thereto, and the Administrative Agent, the lenders thereunder agreed to extend credit and make certain financial accommodations to the Grantor;

WHEREAS pursuant to a Pledge and Security Agreement dated as of November 22, 2017 (as amended, modified and/or confirmed prior to the date hereof, and as the same may be further amended, restated, supplemented or otherwise modified from time to time after the date hereof, the "Security Agreement") among the Grantor, the other Loan Parties, as additional "Grantors", and the Administrative Agent, the Grantor and the other Loan Parties granted to the Administrative Agent a security interest and continuing lien on all of the right, title and interest of the Grantor and the other Loan Parties in, to and under all Collateral (as defined in the Security Agreement), including the Trademark Collateral (as defined in the 2017 Trademark Security Agreement), in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Obligations (as defined in the 2017 Credit Agreement);

WHEREAS pursuant to that certain Amended & Restated Credit Agreement dated as of October 31, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as "Borrower", the other Loan Parties (as defined in such Credit Agreement) from time to time party thereto, the banks and financial institutions from time to time party thereto as "Lenders" (the "Lenders"), and the Administrative Agent, which Credit Agreement amends and restates the 2017 Credit Agreement in its entirety, the Lenders have agreed to extend credit and make certain financial accommodations to the Grantor;

WHEREAS pursuant to that certain Confirmation Agreement dated as of October 31, 2022 among the Grantor, the other Loan Parties party thereto, and the Administrative Agent (the "Confirmation Agreement"), the Grantor and the other Loan Parties party thereto ratified and confirmed the Security Agreement and the 2017 Trademark Security Agreement, and all liens and security interests granted in favor of the Administrative Agent on all of the right, title and interest of the Grantor and the other Loan Parties in, to and under all Collateral (as defined in the Security Agreement and as supplemented by the Confirmation Agreement), including the Additional Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Obligations (as defined in the Credit Agreement); and

WHEREAS pursuant to the Credit Agreement, the Security Agreement and the Confirmation Agreement, the Grantor is executing and delivering this Agreement with respect to the Additional Trademark Collateral.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement or the 2017 Trademark Security Agreement and used herein have the meanings given to them in the Security Agreement or the 2017 Trademark Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby grants to the Administrative Agent a security interest in all of its right, title and interest in, to and under the Trademark listed on Schedule A attached hereto and all goodwill associated therewith (the "Additional Trademark Collateral").

Section 3. Security for Obligations; Security Agreement

This Agreement secures, and the Additional Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Obligations. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Additional Trademark Collateral 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 of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 4. Recordation

The Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

Section 5. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

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 agreement.

[Remainder of this page intentionally left blank]

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

GRANTOR:

APPROVED OIL CO. OF BROOKLYN, INC.

By: 

Name: Vincent M. Theurer

Title: President and Chief Executive Officer

ADMINISTRATIVE AGENT:

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

By: 

Name: Pablo Vera

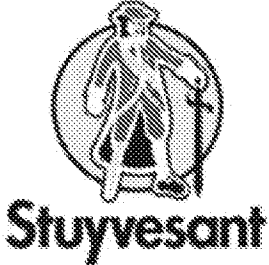
Title: Authorized Officer

[Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 007901 FRAME: 0714

Schedule A

Supplemental Trademark Schedule

Owner	Trademark	Registration Number	Registration Date
Approved Oil Co. of Brooklyn, Inc.		5228211	06/20/2017