

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM785838

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900746761		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gas South, LLC		11/03/2022	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Truist Bank, successor by merger to SunTrust Bank		
<b>Street Address:</b>	245 Peachtree Center Avenue NE, 17th Fl		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30303		
<b>Entity Type:</b>	Bank: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3217754	GAS SOUTH	
<b>Registration Number:</b>	3581553	PAY-AS-YOU-GO	
<b>Registration Number:</b>	4256329	BRING THE HEAT	
<b>Registration Number:</b>	4988163	BRING THE HEAT	
<b>Registration Number:</b>	6631463	MR. METER	
<b>Registration Number:</b>	5953386	BRIDGEPLAN	
<b>Registration Number:</b>	5559496	GAS SOUTH	
<b>Registration Number:</b>	5591372	BE A FUEL FOR GOOD	
<b>Registration Number:</b>	5635658		
<b>Registration Number:</b>	5844363	THE DIFFERENCE IS GOOD	
<b>Registration Number:</b>	6876085	GAS SOUTH DISTRICT	
<b>Registration Number:</b>	6876083	GAS SOUTH ARENA	
<b>Serial Number:</b>	97565836	FLEXRNG	
<b>Serial Number:</b>	97468704	GAS SOUTH CONVENTION CENTER	
<b>Serial Number:</b>	97468645	GAS SOUTH THEATER	
<b>Serial Number:</b>	90443127	ONEPRICE PLAN	
<b>Serial Number:</b>	90407528	GAS SOUTH 0720	

**CORRESPONDENCE DATA****Fax Number:** 4045725100*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:** 4045723728**Email:** AAmicoOlchaskey@KSLAW.com**Correspondent Name:** Angela Amico Olchaskey**Address Line 1:** 1180 Peachtree Street, NE | Suite 1600**Address Line 4:** Atlanta, GEORGIA 30309**ATTORNEY DOCKET NUMBER:** 52990.515075**NAME OF SUBMITTER:** Angela Amico Olchaskey**SIGNATURE:** /AngelaAmicoOlchaskey/**DATE SIGNED:** 02/09/2023**Total Attachments: 6**

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**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

**THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as of November 3, 2022 (this "Security Agreement"), is made by GAS SOUTH, LLC, a Georgia limited liability company (the "Grantor"), in favor of TRUIST BANK, successor by merger to SunTrust Bank ("Truist"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, the Grantor, the lenders from time to time parties thereto and Truist Bank, as administrative agent for such lenders have entered into a Revolving Credit Agreement, dated as of January 27, 2016 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Five-Year Credit Agreement");

**WHEREAS**, the Borrower, the lenders from time to time parties thereto and Truist Bank, as administrative agent for such lenders have entered into a 364-Day Revolving Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "364-Day Credit Agreement" and together with the Five-Year Credit Agreement, collectively, the "Credit Agreements", and each individually, a "Credit Agreement");

**WHEREAS**, in connection with each Credit Agreement, the Grantor has entered into the Guaranty and Security Agreement, dated as of January 27, 2016 (as amended, restated, supplemented or otherwise modified from time to time, including on the date hereof, the "Guaranty and Security Agreement"), in favor of the Collateral Agent for the benefit of the Secured Parties; and

**WHEREAS**, in connection with the Guaranty and Security Agreement, the Grantor entered into that certain Trademark Security Agreement, dated as of January 27, 2016, by and between the Grantor and the Collateral Agent (the "Existing Security Agreement"); and

**WHEREAS**, the Grantor wishes to amend and restate the Existing Security Agreement, by and between the Grantor and the Collateral Agent;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with both Credit Agreements, the Grantor hereby agrees as follows:

**Section 1**      **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Section 2**      **Grant of Security Interest in Trademark Collateral**. The 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 the Grantor, hereby pledges, assigns and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral");

- (i) all of its Trademarks and all Trademark Licenses that constitute Collateral, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each

such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 3 Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4 Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered material Trademarks owned by the Grantor in its own name as of the date hereof.

**Section 5 Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its material Trademarks and Trademark Licenses subject to a security interest hereunder.

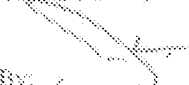
**Section 6 Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Section 7 Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

**Section 8 Amendment and Restatement.** This Agreement (i) amends and restates the Existing Security Agreement in its entirety, (ii) shall not constitute a substitution, novation, release or discharge of the Existing Security Agreement, and (iii) does not extinguish, discharge or release any duties or obligations of the Grantor, or the priority of any security, under the Existing Security Agreement.

IN WITNESS WHEREOF, the 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.

GAS SOUTH, LLC

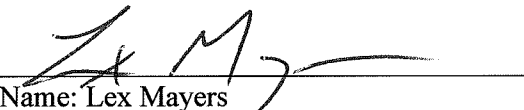
  
By: \_\_\_\_\_  
Name: Jarric Tierman  
Title: Chief Financial Officer

Signature Page to Amended and Restated Trademark Security Agreement

Acknowledged and Agreed to as of the date hereof:

**COLLATERAL AGENT:**

**TRUIST BANK**, successor by merger to  
SunTrust Bank, as Collateral Agent

By:   
Name: Lex Mayers  
Title: Senior Vice President

**SCHEDULE I**

**Material Trademarks**

**I. REGISTERED TRADEMARKS**

<b>Owner</b>	<b>Trademark</b>	<b>Filing/Registration Date</b>	<b>Status</b>	<b>Registration No.</b>
Gas South, LLC	GAS SOUTH	March 13, 2007	Registered	3217754
Gas South, LLC	PAY-AS-YOU-GO	February 24, 2009	Registered	3581553
Gas South, LLC	BRING THE HEAT	December 11, 2012	Registered	4256329
Gas South, LLC	BRING THE HEAT	June 28, 2016	Registered	4988163
Gas South, LLC	MR. METER	February 1, 2022	Registered	6631463
Gas South, LLC	BRIDGEPLAN	January 7, 2020	Registered	5953386
Gas South, LLC	GAS SOUTH	September 11, 2018	Registered	5559496
Gas South, LLC	BE A FUEL FOR GOOD	October 23, 2018	Registered	5591372
Gas South, LLC		December 25, 2018	Registered	5635658
Gas South, LLC	THE DIFFERENCE IS GOOD	August 27, 2019	Registered	5844363
Gas South, LLC	GAS SOUTH DISTRICT	October 18, 2022	Registered	6876085
Gas South, LLC	GAS SOUTH ARENA	October 18, 2022	Registered	6876083

II. TRADEMARK APPLICATIONS

<b>Owner</b>	<b>Trademark</b>	<b>Filing/Registration Date</b>	<b>Status</b>	<b>Serial No.</b>
Gas South, LLC	FLEXRNG	August 26, 2022	Application pending	97565836
Gas South, LLC	GAS SOUTH CONVENTION CENTER	June 21, 2022	Application pending	97468704
Gas South, LLC	GAS SOUTH THEATER	June 21, 2022	Application pending	97468645
Gas South, LLC	ONEPRICE PLAN	December 31, 2020	Application pending	90443127
Gas South, LLC	GAS SOUTH 0720 (Mr. Meter design mark)	December 23, 2020	Application pending	90407528