

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM786785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Talos Production Inc.		02/13/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4854099	TALOS ENERGY	
Registration Number:	5539445	ENVEN	
Registration Number:	5407722	ENVEN	
CORRESPONDENCE DATA			
Fax Number:	2142207716		
<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:	2146617347		
Email:	sspainhour@velaw.com		
Correspondent Name:	Shannon Spainhour		
Address Line 1:	2001 Ross Avenue, Suite 3900		
Address Line 2:	c/o Vinson & Elkins L.L.P.		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	TAL247.16000		
NAME OF SUBMITTER:	Shannon Spainhour		
SIGNATURE:	/Shannon Spainhour/		
DATE SIGNED:	02/14/2023		
Total Attachments: 6			
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THIS AGREEMENT IS SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, AS SET FORTH MORE FULLY BELOW. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT (AS DEFINED BELOW), FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of February 13, 2023, is made by the Grantor (as identified below) in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Second Lien Collateral Agent**”).

WHEREAS, Talos Production Inc., a Delaware corporation and ultimate successor to EnVen Energy Corporation (the “**Grantor**”), owns the Trademark Collateral (as defined below);

WHEREAS, Energy Ventures GoM LLC, a Delaware limited liability company (the “**Issuer**”), EnVen Finance Corporation, a Delaware corporation (the “**Co-Issuer**” and, together with the Issuer, the “**Issuers**”), the Grantor, the other guarantors party thereto, and Wilmington Trust, National Association, as trustee and collateral agent (in such capacity, the “**EnVen Collateral Agent**”), entered into that certain Senior Secured Second Lien Notes Indenture, dated as of April 15, 2021 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**EnVen Indenture**”);

WHEREAS, in connection with the EnVen Indenture, (a) the Issuers, the Grantor, and each subsidiary of the Grantor from time to time party thereto entered into that certain Second Lien Security Agreement, dated as of April 15, 2021 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**EnVen Second Lien Security Agreement**”), in favor of the EnVen Collateral Agent, and (b) the Grantor entered into that certain Grant of Security Interest in Trademarks, dated as of April 15, 2021 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**EnVen Second Lien Trademark Security Agreement**”), in favor of the EnVen Collateral Agent, pursuant to which, in each case, the Grantor pledged, assigned, transferred, and granted to the EnVen Collateral Agent a security interest in certain of the Grantor’s assets, including the Trademark Collateral (as defined below); and

WHEREAS, as a result of, among other things, certain merger transactions involving the Grantor, (a) certain of the Grantor’s assets, including the Trademark Collateral (as defined below), have become subject to that certain Collateral Agreement, dated as of January 4, 2021 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Second Lien Collateral Agreement**”), by and among the Grantor, each subsidiary of the Grantor from time to time party thereto, and Wilmington Trust, National Association, as Collateral Agent for the Secured Parties, which Second Lien Collateral Agreement replaced and superseded the EnVen Second Lien Security Agreement in its entirety, and (b) the Grantor is entering into this Agreement pursuant to and in accordance with the terms of the Second Lien Collateral Agreement, and upon the execution and delivery of this Agreement by the parties hereto, this Agreement shall replace and supersede the EnVen Second Lien Trademark Security Agreement in its entirety.

Unless otherwise defined herein, terms defined in the Second Lien Collateral Agreement and used herein have the meanings given to them in the Second Lien Collateral Agreement.

NOW, THEREFORE, subject to the terms of the Intercreditor Agreement, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, to evidence further the security interest granted by the Grantor to the Second Lien Collateral Agent pursuant to the Second Lien Collateral Agreement, as security for the payment and performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Second Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title, and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created, or arising and wherever located (collectively, the "**Trademark Collateral**"):

(i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, domain names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by the Grantor, or hereafter adopted and used, in its business (including, without limitation, the United States trademarks and United States trademark applications set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"); and

(ii) all goodwill of the Grantor's business symbolized by the Trademarks associated therewith.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder or under the Second Lien Collateral Agreement attach to (a) any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act or (b) any other Excluded Assets.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Second Lien Collateral Agreement. All of the terms of the Second Lien Collateral Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Second Lien Collateral Agreement, the provisions of the Second Lien Collateral Agreement shall control.

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Second Lien Collateral Agent pursuant to this Agreement and (ii) the exercise of any right or remedy by the Second Lien Collateral Agent hereunder or the application of proceeds (including insurance and condemnation proceeds) of any Trademark Collateral are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

This Agreement replaces and supersedes the EnVen Second Lien Trademark Security Agreement in its entirety.

[The remainder of this page is intentionally left blank.]

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

Talos Production Inc.,

as Grantor


By:  _____

Name: Shannon E. Young III

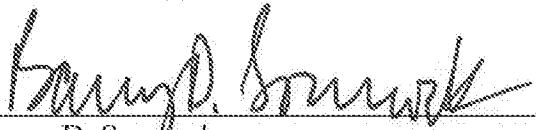
Title: Executive Vice President and Chief
Financial Officer

Accepted and Agreed:

Wilmington Trust, National Association,
as Collateral Agent

By: 
Name: Barry D. Somrock
Title: Vice President

Wilmington Trust, National Association,
as EnVen Collateral Agent

By: 
Name: Barry D. Somrock
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks Registrations and Applications:

Registered Owner/Grantor	Registration / Application Number	Trademark
Talos Production Inc.	4854099	Talos Energy
Talos Production Inc.	5539445	ENVEN & design
Talos Production Inc.	5407722	ENVEN