

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789629

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the State's Name previously recorded on Reel 000000 Frame 0000. Assignor(s) hereby confirms the State Name.		
RESUBMIT DOCUMENT ID:	900747742		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carroll Independent Fuel, LLC		11/09/2022	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	One Light Street		
Internal Address:	16th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	Company: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6821104	CARROLL MOTOR FUELS	
Registration Number:	6782496	CARROLL CLEAN CAR WASH	
Registration Number:	6782495	CARROLL CLEAN	
Serial Number:	97202808	CARROLL CLEAN CAR WASH	
CORRESPONDENCE DATA			
Fax Number:	2159882757		
<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:	2159883303		
Email:	laura.mcneely@faegredrinker.com		
Correspondent Name:	Robert E. Cannuscio		
Address Line 1:	One Logan Square		
Address Line 2:	Suite 2000		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6996		
ATTORNEY DOCKET NUMBER:	042858-480328		
NAME OF SUBMITTER:	Robert E. Cannuscio		

SIGNATURE:	/Robert E. Cannuscio/
DATE SIGNED:	02/24/2023
Total Attachments: 8 source=Resubmission of Manufacturers and Traders Trust Co#page1.tif source=Resubmission of Manufacturers and Traders Trust Co#page2.tif source=Resubmission of Manufacturers and Traders Trust Co#page3.tif source=Resubmission of Manufacturers and Traders Trust Co#page4.tif source=Resubmission of Manufacturers and Traders Trust Co#page5.tif source=Resubmission of Manufacturers and Traders Trust Co#page6.tif source=Resubmission of Manufacturers and Traders Trust Co#page7.tif source=Resubmission of Manufacturers and Traders Trust Co#page8.tif	

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM784201

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the State Name previously recorded on Reel 000000 Frame 00. Assignor(s) hereby confirms the State Name.
RESUBMIT DOCUMENT ID:	900731324

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carroll Independent Fuel, LLC		11/09/2022	Limited Liability Company: MARYLAND

RECEIVING PARTY DATA

Name:	Manufacturers and Traders Trust Company
Street Address:	One Light Street
Internal Address:	16th Floor
City:	Baltimore, Maryland
State/Country:	UNITED STATES
Postal Code:	21202
Entity Type:	Company: MARYLAND

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	6821104	CARROLL MOTOR FUELS
Registration Number:	6782496	CARROLL CLEAN CAR WASH
Registration Number:	6782495	CARROLL CLEAN
Serial Number:	97202808	CARROLL CLEAN CAR WASH

CORRESPONDENCE DATA

Fax Number: 2159882757
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Phone: 2159883303
Email: laura.mcneely@faegredrinker.com
Correspondent Name: Robert E. Cannuscio
Address Line 1: One Logan Square
Address Line 2: Suite 2000
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6996

ATTORNEY DOCKET NUMBER:	042858-480328
NAME OF SUBMITTER:	Robert E. Cannuscio

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is made as of November 9, 2022 by and between Carroll Independent Fuel, LLC, a Maryland limited liability company (together with its successors and permitted assigns, the “Assignor”), and Manufacturers and Traders Trust Company, with an office at One Light St, 16th Floor, Baltimore, MD 21202, as administrative agent for itself and the other Secured Parties (as that term is defined in the Credit Agreement referenced below) (together with its successors and assigns in such capacity, “Assignee”).

WHEREAS, this Trademark Security Agreement is made pursuant to the Amended and Restated Security Agreement of even date herewith (as amended, restated, modified, supplemented, reaffirmed and/or replaced from time to time, the “Security Agreement”) by and among Carroll Highs LLC, a Maryland limited liability company (the “Borrower”), the Assignee, the other grantors from time to time party thereto and the Assignee.

WHEREAS, Assignor is the owner of certain trademarks, including pending applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby (the “Marks”), including without limitation those listed on Exhibit A hereto;

WHEREAS, the Borrower, the Assignor, certain other affiliates thereof from time to time party thereto, the lenders from time to time party thereto (the “Lenders”) and the Assignee, among others, entered into that certain Second Amended and Restated Credit and Guaranty Agreement of even date herewith (as amended, restated, modified, supplemented and/or replaced from time to time, the “Credit Agreement”), pursuant to which such Lenders and the other Secured Parties agreed to extend credit to the Borrower on the terms and conditions described therein;

WHEREAS, one of the conditions for the Lenders to extend credit under the Credit Agreement is that the payment and performance of the Secured Obligations (as defined in the Credit Agreement) be secured by, among other things, a security interest in favor of the Assignee, for the benefit of the Secured Parties, in the Marks and all Proceeds (as defined in the Security Agreement) thereof;

WHEREAS, Assignor and the other assignors party thereto have executed a certain First Lien Trademark Security Agreement dated as of February 29, 2012, a certain Trademark Security Agreement dated as of November 10, 2016, and a certain Trademark Security Agreement dated October 27, 2021 (each as amended, restated, modified, supplemented, reaffirmed and/or replaced from time to time, an "Existing Trademark Security Agreement"), under which Assignor and those other assignors party thereto granted certain security interests and liens in and to certain trademark applications and registrations and certain Marks, which security interests and liens were recorded with the United States Patent and Trademark Office at Reel/Frame 4754/0638, Reel/Frame 5917/0987 and 7476/0751, respectively; and

WHEREAS, in order to induce the Lenders to extend the credit to the Borrower, the Assignor is willing to grant or continue to grant to the Assignee, for the benefit of the Secured Parties, a security interest in the Marks and all Proceeds thereof and all other related claims and rights as more fully described in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Secured Obligations, Assignor hereby pledges and grants to Assignee, for the benefit of the Secured Parties, a security interest in and lien on the Marks and all Proceeds thereof, including without limitation those listed on Exhibit A hereto, and gives notice of such security interest and the existence of the Security Agreement providing therefor. For the avoidance of doubt, this Trademark Security Agreement shall not, nor shall it otherwise

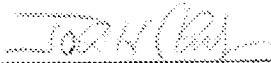
be deemed to, amend or replace, or release or impair any security interest or lien granted under or evidenced by, any Existing Trademark Security Agreement.

[Signature Page Follows]

Executed as of the date first above written.

Assignor:

CARROLL INDEPENDENT FUEL, LLC


By 
Name: John H. Phelps, Sr.
Title: Manager

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007990 FRAME: 0473

Assignee:

**MANUFACTURERS AND TRADERS TRUST
COMPANY, as Assignee**



By: 
Name: Erica S. Cariello
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007990 FRAME: 0474**

EXHIBIT A

Marks

TRADEMARK Serial No. Registration No.	GOODS/SERVICES	STATUS (App./Reg. Date)	Owner
CARROLL MOTOR FUELS Reg. No. 6821104	IC 004. Petroleum; Liquefied petroleum gases; Liquefied petroleum gases to be used for domestic and industrial purposes and in motor vehicles; Gasoline, Industrial gasoline. IC 035. Retail gasoline supply services. IC 037. Repair or maintenance of gasoline station equipment; Generator fueling services. IC 039. Storage, distribution, and transportation of liquefied petroleum gas, diesel fuel, bio-diesel fuel, kerosene, and diesel exhaust fluid (DEF). IC 042. Environmental testing and inspection services; Underground storage tank monitoring services to ensure proper functioning.	Reg. Date: August 16, 2022	Carroll Independent Fuel, LLC
CARROLL CLEAN CAR WASH  Reg. No. 6782496	IC 037. Car washing.	Reg. Date July 5, 2022	Carroll Independent Fuel, LLC
CARROLL CLEAN Reg. No. 6782495	IC 037. Car washing.	Reg. Date July 5, 2022	Carroll Independent Fuel, LLC
CARROLL CLEAN CAR WASH  Serial No. 97202808	IC 037. Car washing.	Reg. Date April 19, 2022	Carroll Independent Fuel, LLC