

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM801828

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PETROSTAR SERVICES, LLC		04/10/2023	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ECLIPSE BUSINESS CAPITAL SPV, LLC		
<b>Street Address:</b>	333 W. Wacker Drive, Suite 950		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6600051	PETROSTAR SERVICES	
<b>Registration Number:</b>	6600052	PETROSTAR SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	richardsonan@gtlaw.com		
<b>Correspondent Name:</b>	Andrew Richardson		
<b>Address Line 1:</b>	3333 Piedmont Road NE		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30305		
<b>ATTORNEY DOCKET NUMBER:</b>	171168.010600		
<b>NAME OF SUBMITTER:</b>	Andrew Richardson		
<b>SIGNATURE:</b>	/Andrew Richardson/		
<b>DATE SIGNED:</b>	04/10/2023		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 10, 2023, is made by PETROSTAR SERVICES, LLC, a Delaware limited liability company (“Grantor”), in favor of ECLIPSE BUSINESS CAPITAL SPV, LLC (“Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement dated as of April 3, 2023, by and among Grantor, the other Loan Party Obligors party thereto from time to time, and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Loan Agreement”), Lender has agreed to make certain Loans for the benefit of Grantor, among others, and Grantor has granted to Lender a continuing security interest in certain Intellectual Property, including the Trademarks (defined below) and Trademark Licenses (defined below), subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(b) “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule I hereto, and (ii) the right to obtain all renewals thereof.

(c) “Trademark Licenses” means, collectively, each agreement, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including any of the foregoing referred to in Schedule I.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark or Trademark licensed under any Trademark License; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any such Trademark.

Notwithstanding anything to the contrary in this Trademark Security Agreement, the term "Trademark Collateral" shall not include any Excluded Assets.

3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement and this Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interests herein with the United States Patent and Trademark Office. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

4. GOVERNING LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL; CONSENT TO SERVICE OF PROCESS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, CONSENT TO JURISDICTION, FORUM NON CONVENIENS, WAIVER OF JURY TRIAL, AND CONSENT TO SERVICE OF PROCESS SET FORTH IN SECTIONS 14.14 AND 14.15 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Continued on following page.]

IN WITNESS WHEREOF, 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.

**PETROSTAR SERVICES, LLC**

DocuSigned by:  
*Matthew Muddiman*  
By: \_\_\_\_\_  
Name: Matthew Muddiman  
Title: CFO

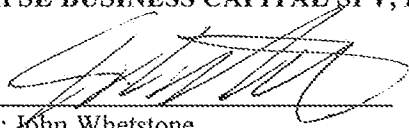
ACCEPTED AND ACKNOWLEDGED BY:

**ECLIPSE BUSINESS CAPITAL SPV, LLC**

By: \_\_\_\_\_

Name: John Whetstone

Title: Executive Vice President




[VALENCE—TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 008038 FRAME: 0233**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

A. Trademarks

<b>Loan Party Obligor</b>	<b>Trademark Title</b>	<b>Trademark Registration Number</b>	<b>Date of Registration</b>
PetroStar Services, LLC	PETROSTAR SERVICES	6,600,051	12/28/2021
PetroStar Services, LLC		6,600,052	12/28/2021

B. Trademark Licenses

None.