

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM818940

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maxum Enterprises LLC		06/20/2023	Limited Liability Company: DELAWARE
General Petroleum, LLC		06/20/2023	Limited Liability Company: CALIFORNIA
Maxum Petroleum Operating Company, LLC		06/20/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	1900 North Akard Street, 3rd Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	76662569	GENERAL PETROLEUM	
Serial Number:	76662573	GP	
Serial Number:	77839144	MAXUM	
Serial Number:	86662545	PILOT THOMAS LOGISTICS	
Serial Number:	86662538	PILOT THOMAS	
Serial Number:	87697450	GRID	
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		
Address Line 4:	Dallas, TEXAS 75201		

OP \$165.00 76662569

NAME OF SUBMITTER:	Shannon Spainhour
SIGNATURE:	/Shannon Spainhour/
DATE SIGNED:	06/21/2023
Total Attachments: 9 source=JPM - Pilot - IP Security Agreement [Executed] #page1.tif source=JPM - Pilot - IP Security Agreement [Executed] #page2.tif source=JPM - Pilot - IP Security Agreement [Executed] #page3.tif source=JPM - Pilot - IP Security Agreement [Executed] #page4.tif source=JPM - Pilot - IP Security Agreement [Executed] #page5.tif source=JPM - Pilot - IP Security Agreement [Executed] #page6.tif source=JPM - Pilot - IP Security Agreement [Executed] #page7.tif source=JPM - Pilot - IP Security Agreement [Executed] #page8.tif source=JPM - Pilot - IP Security Agreement [Executed] #page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, supplemented or otherwise modified from time to time, this “**IP Security Agreement**”) is made and effective as of June 20, 2023, by and among MAXUM ENTERPRISES LLC, a Delaware limited liability company, d/b/a Pilot Thomas Logistics (the “**Borrower**”), GENERAL PETROLEUM, LLC, a California limited liability company (“**General Petroleum**”), and MAXUM PETROLEUM OPERATING COMPANY, LLC, a Delaware limited liability company (“**Maxum Petroleum**” and, together with Borrower and General Petroleum, each a “**Grantor**” and collectively, “**Grantors**”), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent and collateral agent for the Lenders and the other Secured Parties (each as defined in the Credit Agreement (as defined below)) (in such capacities, together with its successors in such capacities, the “**Administrative Agent**”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement.

RECITALS

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof, by and among each Grantor, the other loan parties from time to time party thereto, the Administrative Agent and the Lenders from time to time party thereto (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed, among other things, subject to the terms and conditions set forth therein, to make loans, and other financial accommodations to the Borrower (collectively, the “**Loans**”);

WHEREAS, each Grantor will derive substantial direct and indirect benefit from the Loans provided by the Lenders under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligations of the Administrative Agent and the Lenders to execute and perform under the Credit Agreement that each Grantor shall have executed and delivered this IP Security Agreement to the Administrative Agent for the ratable benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the willingness of the Administrative Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure the Grantors’ prompt, punctual and faithful payment of the Loans and the performance of all and each of the Grantors’ Secured Obligations under the Credit Agreement, each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property rights licensed in which such Grantor

is prohibited from granting a security interest by contract, statute, or otherwise (the “**IP Collateral**”):

(a) The U.S. patents and patent applications set forth on Schedule A attached hereto (collectively, the “**Patents**”);

(b) The U.S. trademark and service mark registrations, trademark and service mark applications set forth on Schedule B attached hereto and all goodwill associated with the foregoing (*provided* that no security interest shall be granted in U.S. intent-to-use trademark applications to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) (collectively, the “**Trademarks**”);

(c) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(d) Any and all licenses or rights granted under any of the IP Collateral (excluding those licenses in which a Grantor is prohibited from granting a security interest by contract, statute or otherwise), and all license fees and royalties arising from such licenses or rights;

(e) Any and all divisions, continuations, amendments, renewals, extensions, reissuances and replacements of any of the items listed in clauses (a) through (d) of this paragraph; and

(f) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks file and record this IP Security Agreement in order to publicly reflect the interests of the Administrative Agent and the Secured Parties in the IP Collateral.

3. Assignment. Upon the request of the Administrative Agent after the occurrence and during the continuance of an Event of Default, each Grantor shall execute and deliver to the Administrative Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Administrative Agent, for the ratable benefit of the Secured Parties.

4. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) the Credit Agreement has terminated pursuant to its express terms and (b) all of the Secured Obligations have been Paid in Full. Upon any such termination, the Administrative Agent (at the Grantors’ request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as the Grantors may reasonably request) such documents as the Grantors may reasonably request and as are provided to the Administrative Agent to evidence such termination.

5. Miscellaneous.

(a) This IP Security Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks.

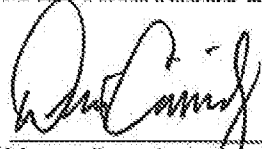
(b) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Administrative Agent, for the ratable benefit of the Secured Parties, under the Credit Agreement and the other Loan Documents. The rights and remedies of the Grantors and the Administrative Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Credit Agreement and the other Loan Documents, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Credit Agreement or the other Loan Documents, the provisions of the Credit Agreement or the other Loan Documents shall govern.

(c) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[Remainder of Page Intentionally Blank; Signature Page Follows]

MAXUM ENTERPRISES LLC,

By:

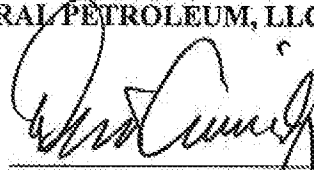


Name: Dennis J. Cassidy Jr.

Title: President & Chief Executive Officer

GENERAL PETROLEUM, LLC,

By:

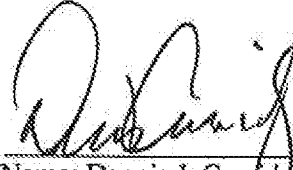


Name: Dennis J. Cassidy Jr.

Title: President & Chief Executive Officer

MAXUM PETROLEUM OPERATING COMPANY,
LLC,

By:



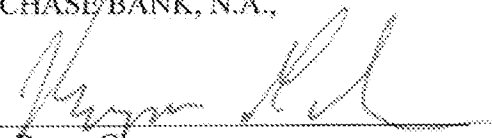
Name: Dennis J. Cassidy Jr.

Title: President & Chief Executive Officer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,

By:



Name: Bryan Class

Title: Authorized Officer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 008105 FRAME: 0963

SCHEDULE A

PATENTS



Registered Patents

Title	Patent No.	Patent Date	App. No.	App. Date	Owner
System and method for delivering fuel	10954115	2021-03-23	16222907	2018-12-17	MAXUM ENTERPRISES LLC
System and method for delivering fuel	11498827	2022-11-15	17203468	2021-03-16	MAXUM ENTERPRISES LLC

SCHEDULE B

TRADEMARK AND SERVICE MARKS

Registered Trademarks

Trademark	Owner	App. No.	App. Date	Reg. No.	Regi. Date
GENERAL PETROLEUM GENERAL PETROLEUM	General Petroleum, LLC (f/k/a General Petroleum Corporation)	76662569	7/5/2006	3547223	12/16/2008
GP 	General Petroleum, LLC (f/k/a General Petroleum Corporation)	76662573	7/5/2006	3472766	7/22/2008
MAXUM 	Maxum Petroleum Operating Company, LLC	77839144	10/1/2009	3787392	5/11/2010
PILOT THOMAS LOGISTICS <small>PILOT THOMAS LOGISTICS</small>	Maxum Enterprises LLC	86662545	6/15/2015	4892399	1/26/2016
PILOT THOMAS PILOT THOMAS	Maxum Enterprises LLC	86662538	6/15/2015	4889206	1/19/2016
GRID	Maxum Enterprises LLC	87697450	11/27/2017	6768331	6/21/2022