

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM831326

<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>
RPlus Energies, LLC		08/11/2023	Limited Liability Company: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank Trust Company Americas, as Collateral Agent		
<b>Street Address:</b>	1 Columbus Circle		
<b>Internal Address:</b>	17th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90889536		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>Phone:</b>	2129061216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	1271 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	045287-0004		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/s/Angela M. Amaru		
<b>DATE SIGNED:</b>	08/11/2023		
<b>Total Attachments: 7</b>			
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 11, 2023 (this “Agreement”), is made by RPLUS ENERGIES, LLC, a Utah limited liability company (the “Grantor”) in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent (in such capacity and together with its successors and assigns in such capacity, the “Collateral Agent”).

**WHEREAS**, pursuant to that certain Credit Agreement dated as of August 11, 2023 by and among the Grantor, RPLUS ENERGIES HOLDINGS, LLC, a Utah limited liability company, the Lenders from time to time party thereto, the LC Issuer party thereto, DEUTSCHE BANK TRUST COMPANY AMERICAS, as Administrative Agent, DEUTSCHE BANK AG, NEW YORK BRANCH, as Coordinating Lead Arranger and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders and the LC Issuer have agreed to provide a letter of credit to the Grantor upon the terms and conditions set forth therein;

**WHEREAS**, as a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Grantor under the Credit Agreement, the Grantor entered into a Pledge and Security Agreement dated as of August 11, 2023, by and among the Grantor, the Collateral Agent and certain other parties (as amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), pursuant to which the Grantor granted to the Collateral Agent, for its benefit and the benefit of the Secured Parties, a continuing security interest in and Lien upon the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the Pledge and Security Agreement, the Grantor agreed to execute and this Agreement, in order to record the security interest granted to the Collateral Agent with the United States Patent and Trademark Office (“USPTO”).

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

### **SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** The Grantor hereby grants to the Collateral Agent, and hereby grants to the Collateral Agent, for its benefit and the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the Grantor’s right, title and interest in and to the following property, whether now or hereafter existing owned, arising or acquired by the Grantor, or in which the Grantor now has or at any time may own or acquire any right, title or interest, and in each case, wherever located (collectively, the “Trademark Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations:

- (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business

associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings of any of the foregoing and all applications in connection with any of the foregoing, whether pending or in preparation for filing, including registrations, recordings and applications in the USPTO or in any office or agency of the United States of America, or any State thereof or any other country or political subdivision thereof or otherwise, including those listed on Schedule A hereto, and all common-law rights relating to the foregoing, and (ii) all reissues, extensions or renewals of the foregoing (collectively referred to as the “Trademark”); (ii) all trademark licenses or other agreements providing for the grant by or to such Grantor of any right in, to or under, any Trademark, and all rights of the Grantor under any of the foregoing; (iii) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (i), and to the extent applicable clause (ii); (iv) the right to sue third parties for past, present and future infringements, dilutions, or other violations of any Trademark Collateral described in clause (i) and, to the extent applicable, clause (ii); (v) all Proceeds of, and rights associated with, any of the foregoing (including licenses, fees, royalties, income, payments, claims, damages and Proceeds of infringement suits), the right to sue third parties for past, present or future infringements, dilutions, or other violations of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license; and (vi) all other rights of any kind accruing under any of the foregoing, or pertaining or corresponding to any of the foregoing, in each case throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to 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 with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

### **SECTION 3. Security for Obligations**

The security interest created hereby secures the payment and performance of all of the Grantor’s Obligations, whether now existing or arising hereafter under or in respect of the Credit Agreement (as such Credit Agreement may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to the Collateral Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency or Liquidation Proceeding involving the Grantor.

### **SECTION 4. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms 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 Pledge and Security Agreement, the terms and provisions of which are incorporated

by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control. In the performance of any of its obligations hereunder, the Collateral Agent shall have all of the rights, benefits, protections, indemnities and immunities afforded to it under the Credit Agreement and Pledge and Security Agreement.

**SECTION 5 Governing Law, Entire Agreement, Waiver of Jury Trial, etc.**

THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE PERFECTION, EFFECT OF PERFECTION OR NONPERFECTION, AND PRIORITY OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. This Agreement and the other Loan Documents constitute the entire understanding among the parties hereto with respect to the subject matter hereof and thereof and supersede any prior agreements, written or oral, with respect thereto. The Grantor hereby irrevocably and unconditionally submits for itself in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of state and federal courts located in the City of New York, Borough of Manhattan, and appellate courts from any thereof; provided that, any suit seeking enforcement against any Collateral or other property may be brought, at the Collateral Agent's option, in the courts of any jurisdiction where such Collateral or other property may be found. THE COLLATERAL AGENT AND THE GRANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE COLLATERAL AGENT OR THE GRANTOR IN CONNECTION THEREWITH. THE GRANTOR ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE COLLATERAL AGENT ENTERING INTO THIS AGREEMENT.

**SECTION 6. Execution in Counterparts; Electronic Signature**

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic delivery shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

**[Remainder of page 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.

**RPLUS ENERGIES, LLC,**  
as Grantor


By:   
Name: Luigi Resta  
Title: President

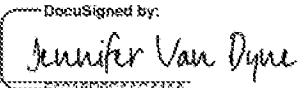
[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008164 FRAME: 0749**

Accepted and Agreed:

**DEUTSCHE BANK TRUST COMPANY AMERICAS,**  
as Collateral Agent


By: \_\_\_\_\_  
DocuSigned by:  
  
Name: Annie Jaghatspanyan  
Title: Vice President

By: \_\_\_\_\_  
DocuSigned by:  
  
Name: Jennifer Van Dyne  
Title: Vice President



**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Status
	90/889,536	08/18/2021			Statement of Use accepted; pending registration