

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM860135

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900819167

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tricon International, Ltd. (d/b/a Tricon Energy Ltd.)		11/22/2023	Limited Partnership: TEXAS

RECEIVING PARTY DATA

Name:	MUFG Bank, Ltd.
Street Address:	1251 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10020-1104
Entity Type:	Bank: JAPAN

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	6062722	ECO TRICON
Serial Number:	97751428	TRICON
Serial Number:	97751430	TRICON
Serial Number:	98196994	TRICON
Serial Number:	98196996	TRICON
Serial Number:	98130657	ANTARES
Serial Number:	98130656	LUMEN
Serial Number:	98130659	MERA

CORRESPONDENCE DATA**Fax Number:**

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.

Email: ipdocketing@haynesboone.com**Correspondent Name:** Laura S. Martone, Haynes and Boone, LLP**Address Line 1:** 30 Rockefeller Plaza, 25th Floor**Address Line 4:** New York, NEW YORK 10112**ATTORNEY DOCKET NUMBER:** 55388.8

NAME OF SUBMITTER:	Matthew Cannon
SIGNATURE:	/Matthew Cannon/
DATE SIGNED:	12/11/2023
Total Attachments: 4 source=Executed Trademark Security Agreement (November 2023) (MUFG-Tricon)#page1.tif source=Executed Trademark Security Agreement (November 2023) (MUFG-Tricon)#page2.tif source=Executed Trademark Security Agreement (November 2023) (MUFG-Tricon)#page3.tif source=Executed Trademark Security Agreement (November 2023) (MUFG-Tricon)#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of November 22, 2023, is made by TRICON INTERNATIONAL, LTD. (D/B/A TRICON ENERGY, LTD.), a Texas limited partnership (the “Grantor”), in favor of MUFG BANK, LTD., as administrative agent (together with any successor Administrative Agent appointed pursuant to Section 10.6 of the Credit Agreement, in such capacity the “Administrative Agent”) on behalf of and for the ratable benefit of the Secured Parties (as defined in the Credit Agreement (as defined below)).

RECITALS

WHEREAS, pursuant to the First Amended and Restated Uncommitted Credit Agreement, dated as of November 22, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Tricon International, Ltd. (d/b/a Tricon Energy Ltd.), a Texas limited partnership (“Tricon Energy”), as a borrower and the Borrowers’ Agent (as defined therein), Trichem de México, S.A. de C.V., a company organized under the laws of Mexico (“Tricon Mexico”), as a borrower, Tricon Energy Netherlands B.V., a company organized under the laws of the Netherlands (“TEN”), as a borrower, the Additional Borrowers from time to time party thereto (together with Tricon Energy, Tricon Mexico and TEN, each, a “Borrower” and, collectively, the “Borrowers”), the several banks and other financial institutions or entities from time to time party thereto (the “Lenders”), the issuing lenders from time to time party thereto (the “Issuing Lenders”) and the Administrative Agent, the Lenders may from time to time make Loans (as defined in the Credit Agreement) to, and participate in Letters of Credit (as defined in the Credit Agreement) issued on behalf of, and the Issuing Lenders may issue Letters of Credit for the account of, the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor and the other grantors thereunder have executed and delivered a First Amended and Restated Security Agreement, dated as of November 22, 2023, in favor of the Administrative Agent on behalf of and for the ratable benefit of the Secured Parties (as amended, supplemented, restated or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent a security interest in, inter alia, certain Intellectual Property, including those Trademarks set forth on Exhibit A that constitute Collateral; and

NOW, THEREFORE, in consideration of the premises, and to induce the Lenders, the Issuing Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers and to participate in Letters of Credit under the Credit Agreement, and the Issuing Lenders to issue Letters of Credit under the Credit Agreement, and for other good, fair and valuable consideration and reasonably equivalent value, the receipt and sufficiency of which are hereby acknowledged by the Grantor, the Grantor hereby agrees with the Administrative Agent on behalf of and for the ratable benefit of the Secured Parties as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement, as applicable.

2. Grant of Security Interest for Obligations. The Grantor hereby grants a continuing security interest in, all of the Grantor's right, title and interest in, to and under the Trademarks constituting Collateral (including those items listed on Exhibit A hereto and all goodwill related thereto) (collectively, the "Trademark Collateral"), to the Administrative Agent on behalf of and for the ratable benefit of the Secured Parties, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

[Remainder of page intentionally left blank]

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

TRICON INTERNATIONAL, LTD.

By: Tricon Energy, Inc., its general partner

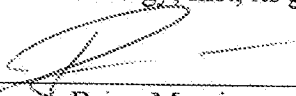
By: 
Name: Brian Morris
Title: Vice President

Exhibit A

TRADEMARKS

<u>Serial No. or Registration No.</u>	<u>Issue or File Date (Renewal Date, if Applicable)</u>	<u>Mark</u>
6,062,722	08/27/2019	ECO TRICON & Triangle Design

TRADEMARK APPLICATIONS

<u>Serial Number</u>	<u>Filing Date</u>	<u>Mark</u>
97/751,428	01/12/2023	TRICON & Triangle Logo
97/751,430	01/12/2023	TRICON
98/196,994	09/26/2023	TRICON & Triangle Logo
98/196,996	09/26/2023	TRICON
98/130,657	08/14/2023	antares & Design
98/130,656	08/14/2023	LUMEN & Design
98/130,659	08/14/2023	MERA & Design