

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI29246

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EAST RIVER ENERGY, INC.		02/16/2024	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Company Name:	BANK OF AMERICA, N.A.		
Street Address:	Gateway Village-900 Building, NC1-026-06-06		
Internal Address:	900 W. Trade St		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4644044	FUELING THE HOPE	
Registration Number:	5264990	EAST RIVER ENERGY	
CORRESPONDENCE DATA			
Fax Number:	8602515211		
<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:	8602515703		
Email:	trademarks@goodwin.com		
Correspondent Name:	Barb Villandry -Paralegal		
Address Line 1:	Shipman & Goodwin LLP		
Address Line 2:	One Constitution Plaza		
Address Line 4:	Hartford, CONNECTICUT 06103-1919		
NAME OF SUBMITTER:	BARBARA VILLANDRY		
SIGNATURE:	BARBARA VILLANDRY		
DATE SIGNED:	02/16/2024		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 16th day of February, 2024 by and among **BANK OF AMERICA, N.A.**, a national banking association (“Lender”) and **EAST RIVER ENERGY, INC.**, a Connecticut stock corporation (“Grantor”).

RECITALS

A. The Lender has agreed to make loans to Grantor (collectively, the “Loan”) in the amounts and manner set forth in that certain Loan Agreement, by and among Grantor, EDON, LLC, a Connecticut limited liability company (“EDON”), Soundview Transportation, LLC, a Connecticut limited liability company (“Soundview” together with Grantor and EDON, collectively, the “Pledgors”) and the Lender, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement), upon the terms and subject to the conditions set forth therein.

B. Pursuant to the terms of the Security Agreement by the Pledgors in favor of the Lender, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”), the Pledgors have granted to the Lender, a security interest in all of the Pledgor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement) including without limitation the Domain Names, Trademarks, Patents and Copyrights (each as defined herein).

C. This Agreement is supplemental to the provisions contained in the Security Agreement.

NOW, THEREFORE, in consideration of the Loan, Grantor hereby agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, Grantor grants and pledges to the Lender, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all registered United States copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) All registered United States patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(c) Any registered United States trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(d) All registered United States domain names and domain name registration applications, that are owned by Grantor or in which Grantor has any right, title or interest, now or in the future, including but not limited to all derivatives or variations, whether authorized or unauthorized, including those listed on Exhibit D attached hereto (collectively, the “Domain Names”);

(e) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(f) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(g) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(h) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to the Lender under the Security Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to the Lender as a matter of law or equity. Each right, power and remedy of the Lender provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Lender, of any or all other rights, powers or remedies.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

EAST RIVER ENERGY, INC.

By: 

Name: Jesse M. Herzog

Title: President

Address for Grantor:

401 Soundview Road

PO Box 388

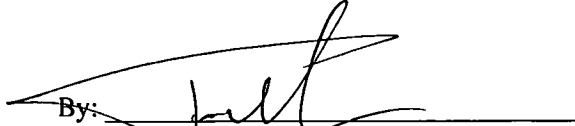
Guilford, CT, 06437

[Grantor's Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008346 FRAME: 0502

LENDER:

BANK OF AMERICA, N.A.

By: 
Name: Timothy J. Waltman
Title: Senior Vice President

[Lender's Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008346 FRAME: 0503

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

No.	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
1	Fueling the Hope	4644044	11/25/14	86194295	2/14/14
2	East River Energy	5264990	8/15/17	87280074	12/23/16

EXHIBIT D

Domain Names

- <https://eastriverenergy.com>
- <https://wjdornfeld.com>
- <https://totalcomfortcontrolllc.com>