

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM431753

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amended & Restated Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Silver Creek Oil & Gas, LLC		06/16/2017	Corporation: DELAWARE
Silver Creek Management Holdings, Inc.		06/16/2017	Corporation: DELAWARE
Silver Creek Management, LLC		06/16/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	10 South Dearborn, 7th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4408005	SILVER CREEK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004043970		
<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>	7132211199		
<b>Email:</b>	docketing@bracewell.com		
<b>Correspondent Name:</b>	BRACEWELL LLP		
<b>Address Line 1:</b>	711 LOUISIANA, SUITE 2300		
<b>Address Line 4:</b>	Houston, TEXAS 77002		
<b>NAME OF SUBMITTER:</b>	Theresa M. Evenbly		
<b>SIGNATURE:</b>	/Theresa M. Evenbly/		
<b>DATE SIGNED:</b>	06/19/2017		
<b>Total Attachments: 6</b>			
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OP \$40.00 4408005

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## **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

This AMENDED TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made this 16th day of June, 2017 by and among Silver Creek Oil & Gas, LLC, a Delaware limited liability company (“Silver Creek”), Silver Creek Management Holdings, Inc., a Delaware corporation (“Holdings”), and Silver Creek Management, LLC, a Delaware limited liability company (“Management” and together with Silver Creek, and Holdings, each a “Grantor”, and collectively, the “Grantors”), and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the lenders party to the Amended and Restated Credit Agreement referred to below.

### W I T N E S S E T H:

WHEREAS, the Grantors have previously executed and delivered that certain Trademark Security Agreement dated as of April 16, 2014 (the “Existing Trademark Security Agreement”) in connection with that certain Credit Agreement dated as of April 16, 2014 (the “Existing Credit Agreement”), by and among the Silver Creek, as borrower, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders from time to time party thereto (the “Existing Lenders”).

WHEREAS, the Existing Credit Agreement is being amended and restated in its entirety pursuant to that certain Amended and Restated Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Amended and Restated Credit Agreement”) by and among Silver Creek, as borrower (the “Borrower”), the Administrative Agent and the lenders from time to time party thereto (the “Lenders”);

WHEREAS, pursuant to the Amended and Restated Credit Agreement, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Amended and Restated Credit Agreement, each Grantor is required to execute and deliver to the Administrative Agent this Agreement;

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, each Grantor hereby (a) agrees that the Existing Trademark Security Agreement is amended and restated in its entirety as follows and (b) further agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Amended and Restated Credit Agreement. The rules of construction specified in Sections 1.03 and 1.04 of the Amended and Restated Credit Agreement also apply to this Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, to secure the Obligations, a continuing security interest (referred to in this Agreement as the “Security Interest”) in all of such Grantor’s right, title

and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all applications filed in the United States in connection therewith, in the United States Patent and Trademark Office, and all renewals thereof, including those listed on Schedule I (the “Trademarks”);

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License of Trademarks; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any License of Trademarks.

3. SECURITY FOR OBLIGATIONS. This Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. 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 Grantors to the Lenders whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, pursuant to that certain Amended and Restated Pledge and Security Agreement, dated as of June 16, 2017, by and among the Grantors and the Administrative Agent (the “Amended and Restated Security Agreement”). Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Lenders with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Amended and Restated Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Amended and Restated Security Agreement, the Amended and Restated Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. No failure of either party to modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when the Administrative Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this

Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement.

7. CHOICE OF LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, UNLESS OTHERWISE SPECIFIED, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).

8. INCORPORATION OF AMENDED AND RESTATED CREDIT AGREEMENT PROVISIONS. Sections 9.09 and 9.10 of the Amended and Restated Credit Agreement are hereby incorporated into this Agreement by reference and shall have the same force and effect as if expressly set forth herein.


9. AMENDMENT AND RESTATEMENT. As to the Grantors party to the Existing Trademark Security Agreement, this Agreement is an amendment and restatement of the Existing Trademark Security Agreement and is given in renewal and replacement for such Existing Trademark Security Agreement. Such Grantors, though not required to do so, hereby consent to the terms of the Amended and Restated Credit Agreement.

*[Signature page follows.]*

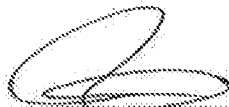
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

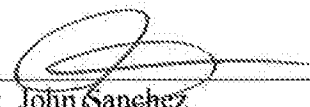
**SILVER CREEK OIL & GAS, LLC**

By:   
Name: John Sanchez  
Title: President

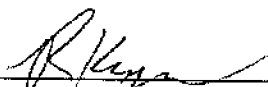
**SILVER CREEK MANAGEMENT HOLDINGS, INC.**

By:   
Name: John Sanchez  
Title: President

**SILVER CREEK MANAGEMENT, LLC**

By:   
Name: John Sanchez  
Title: President

**JPMORGAN CHASE BANK, N.A.**, as the  
Administrative Agent

By:   
Name: Robert D. Keepers  
Title: Vice President

Signature Page to Amended and Restated Trademark Security Agreement

**TRADEMARK**  
**REEL: 006105 FRAME: 0638**

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

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Trademark Name</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
Silver Creek Oil & Gas, LLC	Silver Creek	85633290	4,408,005	05-23-12	09-24-13

Schedule I to Amended and Restated Trademark Security Agreement