

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540408

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Trust Corporation Limited		08/30/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	HSBC Corporate Trustee Company (UK) Limited		
Street Address:	Level 28, 8 Canada Square		
City:	London		
State/Country:	GREAT BRITAIN		
Postal Code:	E14 5HQ		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4331229	TWILIGHT SERVICES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7137581105		
Email:	iptldocket@velaw.com		
Correspondent Name:	W. Scott Brown		
Address Line 1:	1001 Fannin Street, Suite 2500		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	W. Scott Brown		
SIGNATURE:	/wsb/		
DATE SIGNED:	09/11/2019		
Total Attachments: 6			
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ASSIGNMENT OF TRADEMARK SECURITY INTEREST

This ASSIGNMENT OF TRADEMARK SECURITY INTEREST (this "Assignment") is made and entered into as of August 30, 2019, by WELLS FARGO TRUST CORPORATION LIMITED, as the Resigning Principal Security Agent (as such term is defined in the Resignation Deed referred to below) (in such capacity, "Assignor"), in favor of HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED, as the Successor Principal Security Agent (as such term is defined in the Resignation Deed referred to below) (in such capacity, "Assignee").

RECITALS

WHEREAS, Assignor is party to (i) that certain Amended and Restated Pledge and Security Agreement dated as of January 3, 2018, but made effective as of January 10, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among TWILIGHT SERVICES, LLC, a Texas limited liability company ("Grantor"), certain affiliates of Grantor from time to time party thereto and Assignor and (ii) that certain Trademark Security Agreement dated as of March 19, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), between Grantor and Assignor, recorded with the United States Patent and Trademark Office on March 19, 2019 at Reel/Frame No. 6595/0448;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Grantor granted to Assignor a continuing security interest in, and lien on, all of its right, title and interest in, to and under its Trademark Collateral (as such term is defined in the Trademark Security Agreement), including, without limitation, the Trademark described on Exhibit A attached hereto, together with the goodwill of the business symbolized by the trademark as necessary to effectuate the assignment of the security interest in the Trademark Collateral;

WHEREAS, pursuant to that certain Resignation and Appointment Deed dated as of the date hereof (the "Resignation Deed"), among the Grantor, certain affiliates of Grantor party thereto, Assignor, Assignee and the other Finance Parties party thereto, Assignor has resigned as "Principal Security Agent" under that certain Facilities Agreement dated as of December 29, 2017 (as amended and restated pursuant to that certain Amendment and Restatement Agreement dated as of April 18, 2019 and as otherwise supplemented, restated or otherwise modified from time to time, the "Facilities Agreement"), among Grantor, certain affiliates of Grantor party thereto, Assignor and the other Finance Parties from time to time party thereto, and any other applicable Finance Documents, and Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as Principal Security Agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest in, to and under the Security Agreement and the Trademark Security Agreement with respect to the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this agreement and not otherwise defined herein shall have the meanings specified in the Facilities Agreement.

2. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee for the benefit of the Secured Parties all of its right, title and interest in, to and under the Security Agreement and the Trademark Security Agreement with respect to the Trademark Collateral, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and liens.

3. Acknowledgment of Grantors. The security interest assigned to Assignee pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Security Agreement and the Trademark Security Agreement, and Grantor hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Trademark Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as such term is defined in the Security Agreement) and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the Security Agreement and the Trademark Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. The Assignee is authorized to file such Uniform Commercial Code financing statements as may necessary to effectuate the transfer of the security interest.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

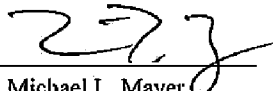
5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic delivery (e.g., ".pdf") shall be as effective as delivery of a manually executed counterpart of this Assignment.

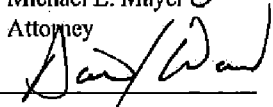
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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

ASSIGNOR;

**WELLS FARGO TRUST CORPORATION
LIMITED,**
as the Resigning Principal Security Agent

By: 
Name: Michael L. Mayer
Title: Attorney

By: 
Name: David J. Ward
Title: Attorney

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK SECURITY INTEREST]

ACCEPTED AND AGREED
as of the date above first written:

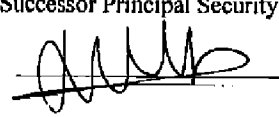
ASSIGNEE:

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED,
as the Successor Principal Security Agent

By:

Name:

Title:



James McComb
Authorised Signatory

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK SECURITY INTEREST]

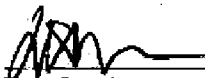
TRADEMARK

REEL: 006741 FRAME: 0860

ACCEPTED AND AGREED
as of the date above first written:

GRANTOR:

TWILIGHT SERVICES, LLC,
a Texas limited liability company


By: 
Name: Euan Leask
Title: Vice President

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK SECURITY INTEREST]

TRADEMARK
REEL: 006741 FRAME: 0861

EXHIBIT A

TRADEMARK

Owner	Description	Registration Number	Country	Registration Date
Twilight Services, LLC (formerly known as Twilight Services, Inc.)		4,331,229	USA	May 7, 2013

Schedule 1-1