

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556041

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tidewater Fleet Supply, LLC		12/31/2019	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, National Association		
Street Address:	6111 N. River Road, 3rd Floor		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3200960	TIDEWATER FLEET SUPPLY	
Registration Number:	3196178	TIDEWATER FLEET SUPPLY	
Registration Number:	3198316	TIDEWATER FLEET SUPPLY	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,michelle.diaz@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	01/06/2020		
Total Attachments: 4			
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GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, Tidewater Fleet Supply, LLC, a Virginia limited liability company ("Grantor"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith as set forth on Schedule A attached hereto; and

WHEREAS, Fifth Third Bank, National Association (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of December 31, 2019, between the Grantor and the Grantee (as amended from time to time, the "Credit Agreement"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "Marks") set forth on Schedule A attached hereto, (ii) together with all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

TIDEWATER FLEET SUPPLY, LLC,
a Virginia limited liability company

By: William Krusen
Name: William Krusen
Title: Chairman

GRANTEE:

**FIFTH THIRD BANK,
NATIONAL ASSOCIATION**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

TIDEWATER FLEET SUPPLY, LLC,
a Virginia limited liability company

By: _____
Name: _____
Title: _____

GRANTEE:

**FIFTH THIRD BANK,
NATIONAL ASSOCIATION**

By: *Cindy S. Jamrozak*
Name: Cindy S. Jamrozak
Title: Director

Schedule A – Trademarks

Citation	Trademark	Registration #	Registration Date
FEDTM 78715829	Tidewater Fleet Supply	FEDTM 3200960	January 23, 2007
FEDTM 78715820	Tidewater Fleet Supply	FEDTM 3196178	January 9, 2007
FEDTM 78715842	Tidewater Fleet Supply	FEDTM 3198316	January 16, 2007