

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570200

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ELIGO ENERGY, LLC		10/16/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EDF TRADING NORTH AMERICA, LLC		
Street Address:	4700 W SAM HOUSTON PARKWAY N, SUITE 250		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77041		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4730150	ELIGOENERGY	
Registration Number:	5555132	ELIGO	
CORRESPONDENCE DATA			
Fax Number:	2158511420		
<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:	7134693895		
Email:	karmellino@reedsmith.com		
Correspondent Name:	Matthew S. Gibson		
Address Line 1:	811 Main Street, Suite 1700		
Address Line 2:	Reed Smith LLP		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	Matthew S. Gibson		
SIGNATURE:	/Matthew S. Gibson/		
DATE SIGNED:	04/02/2020		
Total Attachments: 4			
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AMENDED AND RESTATED
COLLATERAL ASSIGNMENT OF TRADEMARKS

This AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of October 16, 2019 (this “Agreement”), between Eligo Energy, LLC (together with its successors and assigns, the “Assignor”) and EDF Trading North America, LLC, as secured party (together with its respective successors and assigns in such capacity, collectively the “Secured Party”):

RECITALS:

(1) This Agreement is made pursuant to that certain Energy Services Agreement, dated as of October 31, 2016, by and among Eligo Energy, LLC, a Delaware limited liability company, EDF Energy Services, LLC, a Delaware limited liability company (“EDFES”), and the Secured Party, (as amended, supplemented, or otherwise modified from time to time, the “Facility Agreement”).

(2) In connection with the Facility Agreement, the Assignor is a party to (a) that certain Security Agreement, dated as of October 31, 2016, among the Assignor, the other grantors party thereto, EDFES, and the Secured Party (as amended, supplemented, or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Assignor granted to EDFES and the Secured Party a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising, and (b) that certain Collateral Assignment of Trademarks, dated as of October 31, 2016, among the Assignor, EDFES, and Secured Party (as amended, supplemented, or otherwise modified from time to time, the “Existing Agreement”), pursuant to which Assignor assigned, transferred, conveyed, and granted to EDFES and Secured Party a security interest in certain collateral described therein..

(3) EDFES has assigned all of its rights and obligations under the Facility Agreement, the Security Agreement, and the Existing Agreement to the Secured Party, and the Assignor and Secured Party desire to amend and restate the Existing Agreement to reflect such assignment and to modify or add other descriptions of collateral therein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Secured Party agree that, effective as of the date first written above, this Agreement shall supersede and replace the Existing Agreement (provided, however, that except with respect to the discharge of EDFES’s obligations thereunder (if any) and its removal as a party thereto, in no event shall such supersedure and replacement effect a novation or discharge thereof), and further agree as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Secured Party a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other Governmental Authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other Governmental Authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Secured Party shall keep all such information, knowledge, records or data strictly confidential in accordance with the Facility Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Secured Party primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ELIGO ENERGY, LLC

DocuSigned by:

Alexander Rozenblat

By: 73673405454A410...

Name: Alexander Rozenblat

Title: Chief Legal Officer & Secretary

Accepted and acknowledged by:

EDF TRADING NORTH AMERICA, LLC

By:

Name:

Jason Esmheart

Title:

Chief Commercial Officer

Schedule A
to Collateral Assignment of
Trademarks

<u>Assignor</u>	<u>Trademarks, Tradenames and Service Marks</u>	<u>Country</u>	<u>Status</u>	<u>Application No. and/or Registration No.</u>	<u>Application Filing Date and/or Registration Date</u>
Eligo Energy, LLC	ELIGOENERGY	USA	Registered (service mark)	4730150	May 5, 2015
Eligo Energy, LLC	ELIGO	USA	Registered (service mark)	5555132	Sept. 4, 2018