

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632646

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spartan Energy Partners LP		01/29/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 Main Street, 11th Floor		
Internal Address:	Mailcode #TX1-492-11-23		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75205		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4089078	SPARTAN	
Registration Number:	4078206	SPARTAN ENERGY	
Registration Number:	4089079	SPARTAN	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	2109787487		
Email:	venisa.dark@haynesboone.com		
Correspondent Name:	Venisa Dark, Haynes and Boone LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	17997.2153_Cravens		
NAME OF SUBMITTER:	Venisa Dark		
SIGNATURE:	/Venisa Dark/		
DATE SIGNED:	03/17/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 29, 2021 (this “Agreement”), is made by Spartan Energy Partners LP, a Delaware limited partnership (the “Grantor”), and Bank of America, N.A., as administrative agent (“Agent”). Reference is made to the Loan, Security and Guaranty Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “Loan Agreement”), among the Grantor as a Borrower, the other Borrowers and Guarantors party thereto, the Lenders (as defined therein) from time to time party thereto and Agent.

Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Loan Agreement. The obligation of Lenders to make certain accommodations to the Borrowers under the Loan Agreement is conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from such accommodations and is willing to execute and deliver this Agreement in order to induce Lenders to make such accommodations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Loan Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor pursuant to the Loan Agreement did, and hereby does, grant to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in, to or under which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I hereto, other than any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor’s “intent to use” such trademarks and service marks unless and until the filing of a “Statement of Use or “Amendment to Allege Use” has been filed and accepted;
- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

Notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Property; *provided* that Excluded Property shall not include any proceeds, products, substitutions or replacements of Excluded Property, including monies due or to become due to an Obligor (unless such proceeds, products, substitutions or replacements would otherwise constitute Excluded Property).

SECTION 3. Furtherance of Interests. The security interests granted to Agent herein are granted in furtherance, and not in limitation of the security interests granted to Agent pursuant to the Loan Agreement and the other Loan Documents. Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement and the other Loan Documents, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. GOVERNING LAW. THIS AGREEMENT AND ALL CLAIMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES EXCEPT FEDERAL LAWS RELATING TO NATIONAL BANKS.

[Signature Pages Follow]

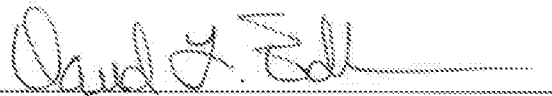
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR:

**SPARTAN ENERGY PARTNERS LP, as
Grantor**

By: Spartan Energy Partners GP LLC, its sole
general partner

By:

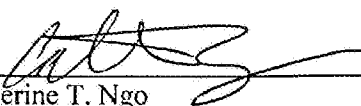


Name: David L. Edelmaier

Title: Chief Financial Officer

AGENT:

BANK OF AMERICA, N.A., as Agent

By: 
Name: Catherine T. Ngo
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Mark	Jurisdiction	Registration No.	Registration Date	Owner	Cutout Status	Next Action Date
Spartan Logo	United States	4,089,078	1/17/12	Spartan Terminals LP transferred 5/16/11 to Spartan Energy Partners LP	Registered	N/A
Spartan Energy	United States	4,078,206	12/27/11	Spartan Terminals LP transferred 5/16/11 to Spartan Energy Partners LP	Registered	N/A
Spartan	United States	4,089,079	1/17/12	Spartan Terminals LP transferred 5/16/11 to Spartan Energy Partners LP	Registered	N/A