

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638238

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western International, Inc.		04/09/2021	Corporation:
RECEIVING PARTY DATA			
Name:	HSBC Corporate Trustee Company (UK) Limited		
Street Address:	8 Canada Square		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HQ		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85744499	FUEL CUBE	
Serial Number:	77800843	TRANSCUBE	
CORRESPONDENCE DATA			
Fax Number:	4192416894		
<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:	4192419000		
Email:	beckel@shumaker.com		
Correspondent Name:	Beth M. Eckel		
Address Line 1:	1000 Jackson Street		
Address Line 4:	Toledo, OHIO 43604		
NAME OF SUBMITTER:	Beth M. Eckel		
SIGNATURE:	/s/Beth M. Eckel		
DATE SIGNED:	04/09/2021		
Total Attachments: 6			
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This Trademark Security Agreement is subject to, and has the benefit of, an Intercreditor Deed dated January 22, 2021, among (i) the Agent, (ii) the Lenders (as defined therein), (iii) the Arranger, (iv) Carmel Bidco Limited, (v) Parent, (vi) the Subordinated Creditors (as defined therein), (vii) the Intra-Group Lenders (as defined therein), (viii) the Original Debtors (as defined therein) and (ix) the Security Agent, as from time to time amended or supplemented in accordance with its terms.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented, or otherwise modified from time to time, this “**Agreement**”), dated as of April 9, 2021, made by **WESTERN INTERNATIONAL, INC.**, a Connecticut corporation (“**Grantor**”) and **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**, acting in its capacity as security trustee (in such capacity, the “**Security Agent**”), for the benefit, and trustee, of the Secured Parties (defined below) and is entered into pursuant to the terms of that certain Facilities Agreement dated as of January 22, 2021 (as amended, supplemented, replaced, restated or otherwise modified from time to time, the “**Facilities Agreement**”), among (i) Western Global Solutions Limited, formerly known as Carmel Midco 2 Limited (the “**Parent**”), (ii) the Company listed in Part 1 of Schedule 1 as original borrower, (iii) the subsidiaries of the Parent listed in Part 1 of Schedule 1 as original guarantors, (iv) HSBC UK Bank plc and HSBC Global Asset Management (UK) Limited, as mandated lead arranger (the “**Arrangers**”), (v) the Financial Institutions listed in Part 2 of Schedule 1, as lenders, (vi) HSBC Bank plc, as agent of the other Finance Parties (“**Agent**”), and (vii) Security Agent.

RECITALS:

A. Grantor is an Additional Obligor under the Facilities Agreement and has guaranteed to the Finance Parties the payment when due of all obligations of each Obligor under the Finance Documents.

B. In connection with the Facilities Agreement, the Grantor has executed and delivered a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”).

C. pursuant to Section 3.9(c) of the Security Agreement, the Grantor is required to execute and deliver this Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office, and to grant to the Security Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Security Agent, as follows:

1. **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

2. **Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Security Agent, and grant to the Security Agent a security interest in, for its benefit and the benefit of the Secured Parties, all of the following property (the “**Trademark Collateral**”), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a “**Trademark**”), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule I attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Schedule I attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clause (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Schedule I attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

Provided, that Trademark Collateral shall not include any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement is filed).

3. **Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Security Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest

granted to the Security Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Security Agent thereunder) shall remain in full force and effect in accordance with its terms subject to Section 4 hereof.

4. **Release of Security Interest.** Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Finance Documents or (ii) upon the indefeasible and complete payoff of the Secured Obligations, the Security Agent shall promptly upon the Grantor's request and contemporaneously with any refinancing of the Secured Obligations, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

5. **Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. **Loan Document, etc.** This Agreement is a Finance Document executed pursuant to the Facilities Agreement and Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Security Agreement.

7. **Governing Law.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF SAID STATE).

8. **Counterparts; Electronic Signatures.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original (whether such counterpart is originally executed or an electronic copy of an original) and all of which shall constitute together but one and the same agreement. Signatures delivered by electronic methods shall have the same effect as signatures delivered in person. The words "executed," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other state laws based on the Uniform Electronic Transactions Act.

[SIGNATURE PAGE FOLLOWS]

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 above written.

WESTERN INTERNATIONAL, INC., as
Grantor

By: DocuSigned by:
Richard Adams
Name: Richard Adams
Title: Treasurer

**HSBC CORPORATE TRUSTEE COMPANY (UK)
LIMITED**
as Security Agent

By: _____
Name: _____
Title: _____

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 above written.

WESTERN INTERNATIONAL, INC., as
Grantor

By: _____
Name: Richard Adams
Title: Treasurer



**HSBC CORPORATE TRUSTEE COMPANY (UK)
LIMITED**
as Security Agent



By: _____
Name: _____
Title: _____
Peter Irvine
Authorized Signatory

SCHEDULE 1
TRADEMARKS

A. Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
	United States of America	85744499	11/19/2019
	United States of America	77800843	09/07/2010

B. Trademark Applications:

NONE