

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644124

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENVEN ENERGY CORPORATION		04/15/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	811 MAIN STREET		
Internal Address:	SUITE 4000		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5539445	ENVEN	
Registration Number:	5407722	ENVEN	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	(212)455-3762		
Email:	ksolomon@stblaw.com		
Correspondent Name:	ALYSHA SEKHON, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	017670/0149		
NAME OF SUBMITTER:	ALYSHA SEKHON		
SIGNATURE:	/AS/		
DATE SIGNED:	05/04/2021		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Agreement”), dated as of April 15, 2021, is made by the parties EnVen Energy Corporation, a Delaware Corporation, (the “Grantor”), in favor of CITIBANK, N.A., a national banking association, as Administrative Agent for the Lenders (each, as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, Energy Ventures GoM LLC, a Delaware limited liability company (the “Borrower”), entered into an Amended and Restated Credit Agreement, dated as of December 30, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Grantor, the Lenders party thereto, the Resigning Agent, the Administrative Agent and the other Agents party thereto;

WHEREAS, in connection with the Credit Agreement, the Borrower, the Grantor, the other Loan Parties from time to time party thereto and the Administrative Agent are parties to the Amended and Restated Guarantee and Collateral Agreement, dated as of December 30, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has pledged, assigned, transferred and granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, inter alia, the General Intangibles (as that term is Defined in the Guarantee and Collateral Agreement) and other personal property defined in and subject to the New York Commercial Code then owned or at any time thereafter acquired by such Grantor, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, 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 provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement, as applicable. The rules of construction specified in Section 1.02 of the Guarantee and Collateral Agreement also apply to this Agreement.

2. Grant of Security Interest. The Grantor hereby pledges, assigns, transfers and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest and whether now existing or hereafter coming into existence, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations: (a) all trademarks, service marks, trade names, brand names, domain names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source or business identifiers and designs, all registrations and recordings thereof, and all registration and recording

applications filed in connection therewith, including registrations and applications with the United States Patent and Trademark Office, and all extensions or renewals thereof, including, without limitation, those items listed on Schedule A hereto (the “Trademarks”) that are not Excluded Property and (b) all goodwill associated with or symbolized by the Trademarks and all Proceeds and products of the foregoing and all collateral security, guarantees and other Supporting Obligations given with respect to the foregoing (collectively, the “Trademark Collateral”).

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

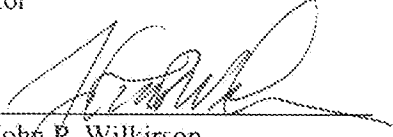
4. Acknowledgment. The security interest granted herein has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and the Credit Agreement and is expressly subject to the terms and conditions thereof. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted herein are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic means (such as a PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

EnVen Energy Corporation,
as Grantor

By: 
Name: John P. Wilkirson
Title: Chief Financial Officer

CITIBANK, N.A.,
as the Administrative Agent

By: 
Name: Jeff Ard
Title: Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

Registered Owner/ Grantor	Registration / Application Number	Trademark
EnVen Energy Corporation	5539445	ENVEN & design
EnVen Energy Corporation	5407722	ENVEN