

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686615

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Refuel Operating Company, LLC		11/08/2021	Limited Liability Company: DELAWARE
Refuel South Carolina, LLC		11/08/2021	Limited Liability Company: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A.		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5635500		
Registration Number:	5410340	REFUEL	
Registration Number:	5410341	REFUEL	
Registration Number:	6312019	REFUEL	
Registration Number:	1637838	DOUBLE QUICK	
Registration Number:	2099097	DOUBLE QUICK	
Registration Number:	3609656	PICKOOOLA	
Registration Number:	3955760	TURTLE MARKET	
Registration Number:	3952163	LOGGERHEAD COFFEE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	14155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		

CH \$240.00 5635500

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER: Becky L. Troutman

SIGNATURE: /Becky L. Troutman/ mp

DATE SIGNED: 11/08/2021

Total Attachments: 5

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TRADEMARK SHORT FORM SECURITY AGREEMENT

This TRADEMARK SHORT FORM SECURITY AGREEMENT, dated as of November 8, 2021, (this “**Agreement**”), is made by and among each of the undersigned grantors (the “**Grantors**” and each a “**Grantor**”), and CITIZENS BANK, N.A., as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) that certain Security Agreement, dated as of November 8, 2021 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among FR REFUEL HOLDINGS, LLC, a Delaware limited liability company (the “**Parent**”), FR REFUEL, LLC, a Delaware limited liability company (the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto, and the Collateral Agent; and (b) that certain Credit Agreement, dated as of November 8, 2021 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among Parent, the Borrower, the other Guarantors from time to time party thereto, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”), Citizens Bank, N.A., as Administrative Agent, Collateral Agent and Swing Line Lender. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement, and to the extent not defined in the Security Agreement, such capitalized terms shall have the meanings assigned to them in the Credit Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

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

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or here-after adopted or acquired, 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, and all extensions or renewals thereof, including those listed on Schedule I (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) (the “**Trademarks**”), and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Short Form Security Agreement to be executed and delivered as of the date first set forth above.

The Grantors:

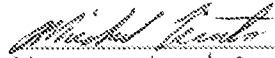
REFUEL OPERATING COMPANY, LLC,
as a Grantor

By: 
Name: Travis Smith
Title: Chief Development Officer

REFUEL SOUTH CAROLINA, LLC,
as a Grantor

By: 
Name: Travis Smith
Title: Chief Development Officer

CITIZENS BANK, N.A.,
as Collateral Agent

By: 
Name: Michael Cicco
Title: Managing Director

[Signature Page to Trademark Short Form Security Agreement]

TRADEMARK
REEL: 007487 FRAME: 0716

Schedule I

United States Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Record Owner</u>	<u>Reg. No.</u> <u>App. No.</u>
Canopy Design	US	Refuel South Carolina, LLC	<u>Reg. No.</u> - 5,635,500 <u>App. No.</u> - 87/310,816
REFUEL stylized with design (b/w)	US	Refuel South Carolina, LLC	<u>Reg. No.</u> - 5,410,340 <u>App. No.</u> - 87/310,777
REFUEL stylized with design (color)	US	Refuel South Carolina, LLC	<u>Reg. No.</u> - 5,410,341 <u>App. No.</u> - 87/310,802
REFUEL	US	Refuel South Carolina, LLC	<u>Reg. No.</u> - 6,312,019 <u>App. No.</u> - 88/832,867
I BRAKE FOR BOILED PEANUTS	US	Refuel Operating Company, LLC	<u>Reg. No.</u> - N/A <u>App. No.</u> - 88/832,880
IT ALL BOILS DOWN TO THIS	US	Refuel Operating Company, LLC	<u>Reg. No.</u> - N/A <u>App. No.</u> - 88/832,887
DOUBLE QUICK	US	Refuel Operating Company, LLC	<u>Reg. No.</u> - 1,637,838 <u>App. No.</u> - 74/031,039
DOUBLE QUICK (stylized)	US	Refuel Operating Company, LLC	<u>Reg. No.</u> - 2,099,097 <u>App. No.</u> - 75/134,433
PICKOOLA	US	Refuel Operating Company, LLC	<u>Reg. No.</u> - 3,609,656 <u>App. No.</u> - 77/328,257
TURTLE MARKET	US	Refuel Operating Company, LLC	<u>Reg. No.</u> - 3,955,760 <u>App. No.</u> - 77/948,781
LOGGERHEAD COFFEE	US	Refuel Operating Company, LLC	<u>Reg. No.</u> - 3,952,163 <u>App. No.</u> - 77/948,784