

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765483

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lynch Fuel Company, LLC		10/31/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A.		
Street Address:	20 Cabot Road		
City:	Medford		
State/Country:	MASSACHUSETTS		
Postal Code:	02155		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87824120	FUELING YOUR SUCCESS	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-3939		
Email:	mckenziehartman@jonesday.com, tsinger@jonesday.com, mmisitigh@jonesday.com		
Correspondent Name:	McKenzie Hartman		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	North Point		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Melanie H. Misitigh		
SIGNATURE:	/Melanie H. Misitigh/		
DATE SIGNED:	11/03/2022		
Total Attachments: 6			
source=FILE LTS_IP Security Agreement (October Revolver Increase)_2022 [Executed](1534139101.1)#page1.tif			
source=FILE LTS_IP Security Agreement (October Revolver Increase)_2022 [Executed](1534139101.1)#page2.tif			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 31, 2022, (this “Agreement”), by Lynch Fuel Company, LLC (the “Grantor”) in favor of Citizens Bank, N.A., as Administrative Agent.

Reference is made to (a) that certain Pledge and Security Agreement, dated as of March 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Liquid Tech Solutions Holdings, LLC, a Delaware limited liability company (the “Borrower”), Patriot Guarantor LLC, a Delaware limited liability company (“Holdings”), the Subsidiary Grantors from time to time party thereto and the Administrative Agent and (b) that certain Joinder Agreement, dated as of the date hereof (the “Joinder Agreement”), executed by the Grantor. The Lenders and Issuing Banks have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of March 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the Lenders from time to time party thereto and the Administrative Agent, and the Third Amendment Incremental Lenders has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement and that certain Third Amendment, dated as of the date hereof (the “Third Amendment”), among the Borrower, Holdings, each Subsidiary Guarantor, the Third Amendment Incremental Lenders, the Lenders party thereto, the Issuing Banks party thereto and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, Section 5(j) of the Third Amendment and Section 4.03(c) of the Security Agreement, 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 or the Third Amendment, as applicable. Sections 1.03 and 1.06 of the Credit Agreement shall apply to this Agreement mutatis mutandis.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did, and hereby does, pledge, collaterally assign, mortgage and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following personal property and other assets, whether now owned by or owing to hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

(a) all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

(b) all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

(c) all (i) Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III hereto and (ii) all exclusive Copyright Licenses over which the Grantor is a licensee, including those listed on Schedule III hereto; and

(d) all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP 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.

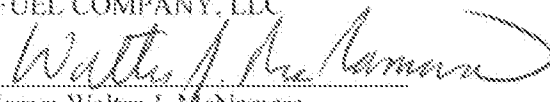
SECTION 4. *Governing Law.* This Agreement, and any claim, controversy or dispute (whether in tort, in contract, at law or in equity or otherwise) based upon, arising out of or related to this Agreement, shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. *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. This Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other electronic transmission of the relevant signature pages hereof, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

[Signature Pages Follow]

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

LYNCH FUEL COMPANY, LLC

By: 
Name: Walter J. McNamara
Title: Chief Financial Officer

{Signature Page to IP Security Agreement}

TRADEMARK
REEL: 007884 FRAME: 0377

SCHEDULE I

TRADEMARKS

Registered Owner	Trademark	Serial / Application Number	Registration Number
Lynch Fuel Company, LLC	"Fueling Your Success"	87824120	5580478

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE II

[[5946334]]

TRADEMARK
REEL: 007884 FRAME: 0379

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

EXCLUSIVE COPYRIGHT LICENSES

None.

SCHEDULE III

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