

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778822

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900740784

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Infinite Energy, LLC		11/03/2022	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

Name:	Truist Bank, successor by merger to SunTrust Bank
Street Address:	245 Peachtree Center Avenue NE, 17th Fl
Internal Address:	Mail Code GA-ATL-37307
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
Entity Type:	National Banking Association: NORTH CAROLINA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4158415	INFINITE ENERGY
Registration Number:	4916710	INFINITE ENERGY
Registration Number:	5363807	INFINITE ENERGY ARENA
Registration Number:	5363806	INFINITE ENERGY CENTER
Registration Number:	5363808	INFINITE ENERGY FORUM
Registration Number:	5363811	INFINITE ENERGY THEATER
Registration Number:	2209555	INTELLIGENT ENERGY
Registration Number:	2894653	I'VE GOT GAS!

CORRESPONDENCE DATA

Fax Number: 4045725100

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.

Phone: 4045723728

Email: AAmicoOlchaskey@KSLAW.com

Correspondent Name: Angela Amico Olchaskey

Address Line 1: 1180 Peachtree Street, NE | Suite 1600

Address Line 4: Atlanta, GEORGIA 30309

TRADEMARK

900742574

REEL: 007900 FRAME: 0584

ATTORNEY DOCKET NUMBER:	52990.515075
NAME OF SUBMITTER:	Angela Amico Olchaskey
SIGNATURE:	/AngelaAmicoOlchaskey/
DATE SIGNED:	01/06/2023

Total Attachments: 5

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Amended and Restated Trademark Security Agreement

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of November 3, 2022 (this “Security Agreement”), is made by INFINITE ENERGY, LLC, a Georgia limited liability company (the “Grantor”), in favor of TRUIST BANK, successor by merger to SunTrust Bank (“Truist”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, GAS SOUTH, LLC, a Georgia limited liability company (the “Borrower”), the lenders from time to time parties thereto and Truist Bank, as administrative agent for such lenders have entered into a Revolving Credit Agreement, dated as of January 27, 2016 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Five-Year Credit Agreement”);

WHEREAS, the Borrower, the lenders from time to time parties thereto and Truist Bank, as administrative agent for such lenders have entered into a 364-Day Revolving Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “364-Day Credit Agreement” and, together with the Five-Year Credit Agreement, collectively, the “Credit Agreements”, and each individually, a “Credit Agreement”);

WHEREAS, in connection with each Credit Agreement, the Borrower and certain of its Subsidiaries, including the Grantor, have entered into the Guaranty and Security Agreement, dated as of January 27, 2016 (as amended, restated, supplemented or otherwise modified from time to time, including on the date hereof, the “Guaranty and Security Agreement”), in favor of the Collateral Agent for the benefit of the Secured Parties;

WHEREAS, in connection with the Guaranty and Security Agreement, the Grantor entered into that certain Trademark Security Agreement, dated as of January 15, 2021, by and between the Grantor and the Collateral Agent (the “Existing Security Agreement”); and

WHEREAS, the Grantor wishes to amend and restate the Existing Security Agreement, by and between the Grantor and the Collateral Agent;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with both Credit Agreements, the Grantor hereby agrees as follows:

Section 1 **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral**. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

- (i) all of its Trademarks and all Trademark Licenses that constitute Collateral, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 Representation and Warranty. Schedule I correctly sets forth all applied for and federally registered material Trademarks owned by such Grantor in its own name as of the date hereof.

Section 5 Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its material Trademarks and Trademark Licenses subject to a security interest hereunder.

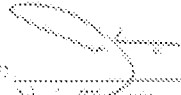
Section 6 Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 8 Amendment and Restatement. This Agreement (i) amends and restates the Existing Security Agreement in its entirety, (ii) shall not constitute a substitution, novation, release or discharge of the Existing Security Agreement, and (iii) does not extinguish, discharge or release any duties or obligations of the Grantor, or the priority of any security, under the Existing Security Agreement.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INFINITE ENERGY, LLC

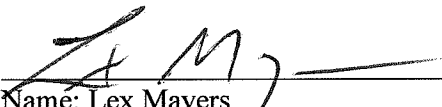
By: 
Jennie Keenan
Treasurer

Signature Page to Amended and Restated Trademark Security Agreement

Acknowledged and Agreed to as of the date hereof:

COLLATERAL AGENT:

TRUIST BANK, successor by merger to
SunTrust Bank, as Collateral Agent

By:  _____
Name: Lex Mayers
Title: Senior Vice President

SCHEDULE I

Material Trademarks

I. REGISTERED TRADEMARKS

Mark	App. No. App. Date	Reg. No. Reg. Date	Status Status Date
INFINITE ENERGY	85118534 August 30, 2010	4158415 June 12, 2012	Registered June 21, 2018
INFINITE ENERGY and Design 	86414460 October 3, 2014	4916710 March 15, 2016	Registered March 15, 2016
INFINITE ENERGY ARENA	87445407 May 11, 2017	5363807 December 26, 2017	Registered December 26, 2017
INFINITE ENERGY CENTER	87445401 May 11, 2017	5363806 December 26, 2017	Registered December 26, 2017
INFINITE ENERGY FORUM	87445411 May 11, 2017	5363808 December 26, 2017	Registered December 26, 2017
INFINITE ENERGY THEATER	87445416 May 11, 2017	5363811 December 26, 2017	Registered December 26, 2017
INTELLIGENT ENERGY	75196143 November 12, 1996	2209555 December 8, 1998	Renewed December 8, 2018
I'VE GOT GAS!	76522190 June 12, 2003	2894653 October 19, 2004	Renewed May 6, 2014