

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM769726

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Approved Oil Co. of Brooklyn, Inc.		11/22/2017	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	383 Madison Avenue, 22nd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5228208	BD	
<b>Registration Number:</b>	5227558	A APPROVED	
<b>Registration Number:</b>	5228209	BORO ENERGY	
<b>Registration Number:</b>	5228210	S W	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8883259172		
<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>			
<b>Phone:</b>	16172390567		
<b>Email:</b>	carla.hines@lockelord.com		
<b>Correspondent Name:</b>	Carla A. Hines		
<b>Address Line 1:</b>	LOCKE LORD LLP, 111 Huntington Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		
<b>ATTORNEY DOCKET NUMBER:</b>	1444099.00079		
<b>NAME OF SUBMITTER:</b>	Carla Hines		
<b>SIGNATURE:</b>	/s/ Carla Hines		
<b>DATE SIGNED:</b>	11/23/2022		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

November 22, 2017

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is executed by Approved Oil Co. of Brooklyn, Inc., a New York corporation (the "Grantor"), for the benefit of JPMorgan Chase Bank, N.A., as Administrative Agent on benefit of itself and the other Lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS pursuant to the terms of that certain Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as borrower, the other loan parties from time to time party thereto, the lenders from time to time party thereto (the "Lenders"), and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrower.

WHEREAS pursuant to the terms of that certain Pledge and Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other loan parties from time to time party thereto, and the Administrative Agent, the Grantor has granted to the Administrative Agent a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Credit Agreement) including the Secured Obligations of the Grantor under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

***Section 1. Defined Terms***

Unless otherwise defined herein, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Security Agreement.

***Section 2. Grant of Security Interest in Trademarks***

The Grantor hereby grants to the Administrative Agent a security interest in all of its right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired (collectively, the "Trademark Collateral", excluding, for the avoidance of doubt, any Excluded Collateral).

***Section 3. Security for Obligations***

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Secured Obligations.

***Section 4. Security Agreement***

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

***Section 5. Recordation***

The Grantor hereby authorizes and requests that the United States Patent and Trademark Office and any other applicable United States government authority record this Agreement.

***Section 6. Miscellaneous***

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

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 agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

GRANTOR:

APPROVED OIL CO. OF BROOKLYN, INC.

By: \_\_\_\_\_

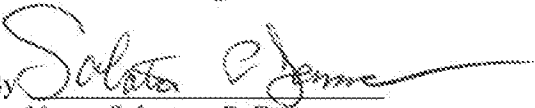
Name: Vincent M. Theurer

Title: President and Chief Executive Officer

Acknowledged and Agreed:

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By 

Name: Salvatore P. Demma  
Title: Authorized Officer

**SCHEDULE A**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**UNITED STATES REGISTERED TRADEMARKS**

<u>Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Approved Oil Co. of Brooklyn, Inc.		06/20/2017	5228208
Approved Oil Co. of Brooklyn, Inc.		06/20/2017	5227558
Approved Oil Co. of Brooklyn, Inc.		06/20/2017	5228209
Approved Oil Co. of Brooklyn, Inc.		06/20/2017	5228210

Schedule A to Trademark Security Agreement

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