

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM788326

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Veriflux Corp.		02/17/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 South Dearborn		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97363702	VERIFLUX	
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:	3122883589		
Email:	sabrina.lynch@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	2929 Allen Parkway		
Address Line 2:	Suite 3300		
Address Line 4:	Houston, TEXAS 77019		
NAME OF SUBMITTER:	Michelle A. Covert		
SIGNATURE:	/Michelle A. Covert/		
DATE SIGNED:	02/21/2023		
Total Attachments: 6			
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OP \$40.00 97363702

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 17, 2023, is made by Veriflux Corp. (the “Grantor”) and each other Grantor under that certain Pledge and Security Agreement (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) dated as of February 17, 2023, in favor of JPMorgan Chase Bank, N.A., as administrative agent (the “Administrative Agent”), on behalf of and for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of February 17, 2023 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Grantor, as a Loan Party, the other Loan Parties from time to time party thereto (as defined in the Credit Agreement), the lenders from time to time party thereto (the “Lenders”), and the Administrative Agent, the Lenders have agreed to make extensions of credit to Saint Paul Commodities, Inc., a Minnesota corporation (the “Borrower”) upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to the Pledge and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent and the Lenders as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement and the Pledge 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 mortgages, pledges and hypothecates to the Administrative Agent on behalf of and for the benefit of the Secured Parties, and grants to the Administrative Agent on behalf of and for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all goodwill of the business symbolized by each of the foregoing;
- (c) all licenses of each of the foregoing, whether as licensee or licensor;

- (d) all renewals of each of the foregoing;
- (e) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including without limitation, damages, claims, and payments for past and future infringements thereof;
- (f) all rights to sue for past, present and future infringements of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and
- (g) all rights corresponding to any of the foregoing throughout the world.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent on behalf of and for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and agrees 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 Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and to the extent there is a conflict between this Trademark Security Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall govern and control.

Section 4. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the termination of the Pledge and Security Agreement in accordance with Section 8.14 of such Pledge and Security Agreement.


Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Trademark Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Section 6. Governing Law. This Trademark Security 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 Illinois.


[SIGNATURE PAGES FOLLOW]

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

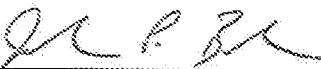
SAINT PAUL COMMODITIES, INC.

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


NORTH STAR REFINING, LLC

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


NORTH STAR FEEDS, LLC

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


LUCKY PROPERTIES II, LLC

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

VERIFLUX, INC.

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

JPMORGAN CHASE BANK, N.A.

By:  _____

Name: Jack Hincks

Title: Authorized Representative

(Signature Page - Intellectual Property Security Agreement)

TRADEMARK
REEL: 007977 FRAME: 0297

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS

TRADEMARK	SERIAL No.	REGISTRATION DATE
Veriflux	97363702	April 14, 2022

TRADEMARK REGISTRATIONS

None.