

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RIVERSTONE LOGISTICS, LLC		07/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	3424 Peachtree Rd NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97513607	RLX	
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>			
Email:	laura.o'brien@hkllaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave.		
Address Line 2:	11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	088499.01645		
NAME OF SUBMITTER:	Laura O'Brien		
SIGNATURE:	/Laura O'Brien/		
DATE SIGNED:	08/01/2023		
Total Attachments: 5			
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OP \$40.00 97513607

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of July 31, 2023, is made by and between RIVERSTONE LOGISTICS, LLC, a Delaware limited liability company ("Debtor"), having a business location at the address set forth below next to its signature, and JPMORGAN CHASE BANK, N.A. ("Lender"), having a business location at the address set forth below next to its signature.

Recitals

A. Debtor and Lender are parties to (i) a Credit Agreement dated as of July 31, 2023 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Debtor and/or its affiliates, and (ii) a Security Agreement dated as of July 31, 2023 (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement").

B. As a condition to extending credit to or for the account of Debtor, Lender has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the Security Agreement and herein, the parties hereby agree as follows:

1. Definitions. The following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Debtor's business symbolized by the foregoing or connected therewith and (vi) all of Debtor's rights corresponding thereto throughout the world.

2. Security Interest. Debtor hereby irrevocably grants, assigns and pledges to Lender a continuing security interest (the "Security Interest") in the Trademark Collateral to secure the Obligations (as defined in the Credit Agreement). This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Security Agreement. The security interests granted to Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Lender 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.

4. Miscellaneous.

(a) No amendment or modification of this Agreement shall be effective unless it has

been agreed to by Lender and Debtor in a writing that specifically states that it is intended to amend or modify this Agreement. No failure by Lender to exercise any right, remedy, or option under this Agreement, or delay by Lender in exercising the same, will operate as a waiver thereof. No waiver by Lender will be effective unless it is in writing, and then only to the extent specifically stated. The rights and remedies of Lender under this Agreement shall be cumulative. No exercise by Lender of one right or remedy shall be deemed an election, and no waiver by Lender shall be deemed a continuing waiver. All notices to be given to Debtor or Lender under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties hereto. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(b) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE OR OTHER AGENT (INCLUDING ANY ATTORNEY) OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

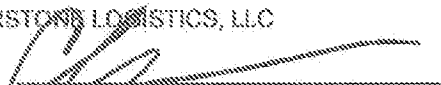
(c) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

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IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Riverstone Logistics, LLC
Riverstone Logistics Holdings, LLC
11225 N Community House Rd.
Charlotte, NC 28277
Attn: Charles C. Workman, Jr., CEO

RIVERSTONE LOGISTICS, LLC

By: 
Name: Charles C. Workman, Jr.
Title: Chief Executive Officer

JPMorgan Chase Bank, N.A.
3424 Peachtree Rd NE
Atlanta, GA 30326
Attention:
Email:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Riverstone Logistics, LLC
11225 N. Community House Road
Charlotte, NC 28277
Attention: Charlie Workmon
Email: chworkmon@rix.us

RIVERSTONE LOGISTICS, LLC

By: _____
Name: _____
Title: _____

JPMorgan Chase Bank, N.A.
3424 Peachtree Rd NE
Atlanta, GA 30326
Attention: Angela Leake
Email: angela.leake@jpmorgan.com

JPMORGAN CHASE BANK, N.A.

By: Angela Leake
Name: Angela Leake
Title: Authorized Officer

EXHIBIT A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Citation	Mark	Design Type	Status	Application No.	File Date	Owner
FEDTM 97513607	RLX	Stylized letters	Pending	97513607	July 21, 2022	Riverstone Logistics, LLC