

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844964

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COEN OIL COMPANY, LLC		09/19/2023	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	131 S Dearborn St		
Internal Address:	Floor 04		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-5506		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4765862	RUFF CREEK MARKETS	
Registration Number:	4712615	COEN OIL COMPANY	
Registration Number:	4915572	COEN CARD	
Registration Number:	4702946	COEN TIRE	
Registration Number:	5681837	COEN	
Registration Number:	4805195	C	
Registration Number:	4679737		
Registration Number:	7123094	NEXUS ENERGY SERVICES	
Registration Number:	7123095	NES	
Registration Number:	6693031	CLUB COEN	
Registration Number:	1427938	COGO'S	
Registration Number:	2511462	CO GO'S EXPRESS	
Registration Number:	5248889	COGO'S	
Registration Number:	5444131	COGO'S 2GO CAFÉ	
Registration Number:	5334018	COGO'S ROLL ZONE	
Registration Number:	5333960	ROLL ZONE	
CORRESPONDENCE DATA			

CH \$415.00 4765862

Fax Number: 8443453178

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: 8583141200

Email: wtokmakidis@jonesday.com, dtran@jonesday.com,
matkins@jonesday.com

Correspondent Name: Jones day

Address Line 1: 250 VESEY STREET

Address Line 4: new york, NEW YORK 10281

ATTORNEY DOCKET NUMBER:	CAM 080461.000080
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NAME OF SUBMITTER:	Michael P. Atkins
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SIGNATURE:	/Michael P. Atkins/
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DATE SIGNED:	10/10/2023
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of September 19, 2023 (this “Trademark Security Agreement”), by and among each grantor listed on Schedule 1 hereto (collectively, the “Grantors”), in favor of JPMorgan Chase Bank, N.A., acting in its capacity as administrative agent for the Lenders (in such capacity, the “Administrative Agent”), pursuant to that certain Credit Agreement, dated as of the date hereof (as hereafter amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Coen Oil Company, LLC, a Pennsylvania limited liability company, The Thomaston Land Company, LLC, a Pennsylvania limited liability company, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, the Grantors and the other Loan Parties are party to that certain Pledge and Security Agreement dated as the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, to induce the Administrative Agent to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent, on behalf of the Secured Parties, a security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor, whether now existing or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”): all trademarks (including service marks), slogans, logos, certification marks, trade dress, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (ii) all goodwill associated therewith, (iii) extensions and renewals thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements, dilutions or other violations thereof, including the United States trademark registrations and applications for registration, listed on Schedule 2 attached hereto.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark application to the extent, and for so long as, creation by such Grantor of a security interest therein would result in loss by such Grantor of any rights therein, or in any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark application.

SECTION 3. 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 pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm 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 that any provision of this Trademark Security

Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. This Trademark Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been paid in full (as defined in the Credit Agreement).

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have executed this Trademark Security Agreement as of the date first above written.

GRANTORS:

COEN OIL COMPANY, LLC

By: 
Name: Andrew McIlvaine
Title: President

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have executed this Trademark Security Agreement as of the date first above written.

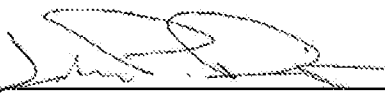
GRANTORS:

COEN OIL COMPANY, LLC

By: _____
Name:
Title:

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: John P. Discepola
Title: Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

GRANTORS

NAME	ADDRESS
Coen Oil Company, LLC	1000 Philadelphia Street, Canonsburg, PA 15317 Washington County

SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Mark	Registration Number	Jurisdiction	Grantor
Ruff Creek Markets	4765862	U.S.	Coen Oil Company, LLC
Coen Oil Company	4712615	U.S.	Coen Oil Company, LLC
Coen Card	4915572	U.S.	Coen Oil Company LLC
Coen Tire	4702946	U.S.	Coen Oil Company, LLC
Coen Logo (Ovals)	5681837	U.S.	Coen Oil Company, LLC
Coen Logo	4805195	U.S.	Coen Oil Company, LLC
Miscellaneous Design (covered bridge)	4679737	U.S.	Coen Oil Company, LLC
Nexus Energy Services	7,123,094	U.S.	Coen Oil Company, LLC
Nexus Logo	7,123,095	U.S.	Coen Oil Company, LLC
CLUB COEN and Design	6693031	U.S.	Coen Oil Company, LLC
COGO'S and Design	1,427,938	U.S.	Coen Oil Company, LLC
CO GO'S EXPRESS and Design	2,511,462	U.S.	Coen Oil Company, LLC
COGO'S (Stylized)	5,248,889	U.S.	Coen Oil Company, LLC
COGO'S 2GO CAFÉ and Design	5,444,131	U.S.	Coen Oil Company, LLC
COGO'S ROLL ZONE and Design	5,334,018	U.S.	Coen Oil Company, LLC
ROLL ZONE	5,333,960	U.S.	Coen Oil Company, LLC

United States Trademark Applications:

Mark	Application Number	Jurisdiction	Grantor
Nexus Logo	97032191	U.S.	Coen Oil Company, LLC