

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868410

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		01/05/2024	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	TRUIST BANK		
Street Address:	245 PEACHTREE CENTER AVENUE		
Internal Address:	17TH FLOOR		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	BANKING CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	73824892	BUCKEYE	
Serial Number:	73824917		
Serial Number:	88643903		
Serial Number:	88641523	BUCKEYE	
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:	212.848.7374		
Email:	Sophie.Zander@shearman.com		
Correspondent Name:	Sophie Zander		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	39540-40		
NAME OF SUBMITTER:	SOPHIE ZANDER		
SIGNATURE:	/SOPHIE ZANDER/		

CH \$115.00 73824892

DATE SIGNED:	01/16/2024
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Total Attachments: 5
source=Buckeye Assignment Assumption of Security Interest in Trademarks(Compiled)(2024172065.1.pdf)#page1.tif
source=Buckeye Assignment Assumption of Security Interest in Trademarks(Compiled)(2024172065.1.pdf)#page2.tif
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**ASSIGNMENT AND ASSUMPTION OF
SECURITY INTEREST IN TRADEMARKS**

This ASSIGNMENT AND ASSUMPTION OF SECURITY INTEREST IN TRADEMARKS (this “Assignment and Assumption”), dated as of January 5, 2024, is made by and between CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as resigning Collateral Agent (the “Assignor”), and TRUIST BANK, as successor Collateral Agent (the “Assignee”).

W I T N E S S E T H:

WHEREAS, Buckeye GP LLC (the “Grantor”) and the Assignor entered into that certain Trademark Security Agreement, dated as of November 1, 2019 (the “Trademark Security Agreement”), pursuant to that certain Guarantee and Collateral Agreement, dated as of November 1, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), and that certain Credit Agreement, dated as of November 1, 2019 (as amended, amended and restated, supplemented, waived or otherwise modified prior to the date hereof, the “Credit Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted the Assignor a security interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademarks set forth on Exhibit A hereto;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (the “USPTO”) on November 1, 2019 at Reel 6785, Frame 0475;

WHEREAS, pursuant to that certain Amendment No. 7 to Credit Agreement and Amendment No. 2 to Guarantee and Collateral Agreement, dated as of December 22, 2023, by and among the Assignor, the Assignee, and the other parties thereto (the “Instrument”), the Assignee has been appointed as, and accepts and consents to such appointment as, the successor Collateral Agent, and has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of the Assignor as administrative agent under the Credit Agreement and the other Loan Documents.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto hereby agree as follows:

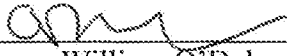
1. Capitalized terms used in this Assignment and Assumption and not otherwise defined herein have the meanings assigned to them in the Trademark Security Agreement or Credit Agreement (as applicable).
2. The Assignor hereby, pursuant to the terms of the Instrument, assigns and transfers to the Assignee all of its right, title and interest in and to the Trademark Security Agreement and the Trademark Collateral, including the trademarks set forth on Exhibit A hereto.
3. The parties hereto hereby authorize and request the Commissioner for Trademarks to record this Assignment and Assumption at the USPTO.


4. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Instrument, which is hereby incorporated by reference herein. In the event of any conflict between the terms of this Assignment and Assumption and the Instrument, the terms of the Instrument shall govern to the extent of the conflict.
5. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
6. This Assignment and Assumption 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 Assignment and Assumption by signing and delivering one or more counterparts. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

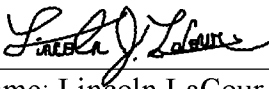
CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as resigning Collateral Agent

By: 
Name: William O'Daly
Title: Authorized Signatory

By: 
Name: William O'Daly
Title: Authorized Signatory

Accepted:

TRUIST BANK,
as successor Collateral Agent

By: 
Name: Lincoln LaCour
Title: Director

[Signature Page to Assignment and Assumption of Security Interest in Trademarks]

TRADEMARK
REEL: 008317 FRAME: 0111

Exhibit A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
BUCKEYE	BUCKEYE GP LLC	73824892	12-Sep- 89	1602897	19-Jun- 90
Design Only	BUCKEYE GP LLC	73824917	12-Sep- 89	1627640	11-Dec- 90
Design Only	BUCKEYE GP LLC	88643903	06-Oct- 2019	N/A	N/A
BUCKEYE	BUCKEYE GP LLC	88641523	03-Oct- 2019	N/A	N/A

[Signature Page to Assignment and Assumption of Security Interest in Trademarks]