

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784267

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FERRELLGAS, L.P.		08/12/2022	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S DEARBORN ST.		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97501283	GRAB LIFE BY THE HORN	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552592		
Email:	ksolomon@stblaw.com		
Correspondent Name:	COURTNEY WELSHIMER, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/2329		
NAME OF SUBMITTER:	COURTNEY WELSHIMER		
SIGNATURE:	/CW/		
DATE SIGNED:	02/02/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 12, 2022 (the “Trademark Security Agreement”), is made by FERRELLGAS, L.P., a Delaware limited partnership (the “Company”) in favor of JPMORGAN CHASE BANK, N.A, as administrative agent and collateral agent (in such capacity, the “Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, the Company has entered into a Credit Agreement, dated as of March 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the General Partner, the Company, the Agent and the Lenders from time to time party thereto;

WHEREAS, in connection with the Credit Agreement the Company and certain direct and indirect subsidiaries of the Company (collectively with the Company, the “Grantors”) have entered into the Pledge and Security Agreement, dated as of March 30, 2021 in favor of the Agent for the benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in all Intellectual Property, including the Trademarks, to the Agent for the ratable benefit of the Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security. The Company hereby pledges and grants to the Agent on behalf of and for the benefit of the Secured Parties, to secure the prompt and complete payment of performance when due (whether at stated maturity, by acceleration or otherwise) of the Company’s Obligations, a security interest in and continuing lien on all of the Company’s right, title and interest in, to and under the Trademarks, in each case whether now owned or existing or hereafter acquired (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Collateral”).

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Company for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Company authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security 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 contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 5. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 6. Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement, as applicable, shall govern.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

FERRELLGAS, L.P.,
as the Company and a Grantor

By: Ferrellgas, Inc., its general partner

By: 

Name: James E. Ferrell

Title: Chief Executive Officer

JP MORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: Umar Hassan
Title: Authorized Officer

SCHEDULE A

United States Trademarks and Trademark Applications

Registered owner/ Grantor	Mark	Country	Reg. No. / App. No.
Ferrellgas, L.P.	GRAB LIFE BY THE HORN	USA	App. No. 97501283