

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309624

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mansfield Energy Corp.		06/26/2014	CORPORATION: GEORGIA
MANSFIELD OIL COMPANY OF GAINESVILLE, INC.		06/26/2014	CORPORATION: GEORGIA
MANSFIELD SYSTEMS, INC.		06/26/2014	CORPORATION: GEORGIA
C & N ETHANOL MARKETING, LLC		06/26/2014	LIMITED LIABILITY COMPANY: MINNESOTA
MANSFIELD POWER AND GAS, LLC		06/26/2014	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	FIFTH THIRD BANK
Street Address:	38 Fountain Square Plaza
Internal Address:	Attn: Judy Huls
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	85220842	AGILITY
Serial Number:	77802040	COLDPRO
Serial Number:	77207348	EFUELOGISTICS
Serial Number:	77207346	M
Serial Number:	77207342	MANSFIELD
Serial Number:	77207340	M
Serial Number:	77207336	MANSFIELD
Serial Number:	85574353	GAS TO GALLONS
Serial Number:	86019482	BLUE LEAF
Serial Number:	75886282	SOLO
Serial Number:	85096539	ARSENAL
Serial Number:	85113837	COMMANDLABS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85253310	TORPEDO
Serial Number:	85433675	TANK ARMOR
Serial Number:	86294398	DRY TANK
Serial Number:	85526050	SKYBLU

CORRESPONDENCE DATA

Fax Number: 3127069000

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: 312-701-8623

Email: rassmus@mayerbrown.com, msherlock@mayerbrown.com

Correspondent Name: Richard Assmus

Address Line 1: P.O. Box 2828

Address Line 4: Chicago, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	10313148
NAME OF SUBMITTER:	Richard M. Assmus
SIGNATURE:	/RMA/
DATE SIGNED:	07/03/2014

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 26th day of June, 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **FIFTH THIRD BANK** ("Fifth Third"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 26, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **MANSFIELD ENERGY CORP.**, a Georgia corporation ("Parent"), **MANSFIELD OIL COMPANY OF GAINESVILLE, INC.**, a Georgia corporation ("Mansfield Oil"), **MANSFIELD SYSTEMS, INC.**, a Georgia corporation ("Mansfield Systems"), **C & N ETHANOL MARKETING, LLC**, a Minnesota limited liability company ("C & N"), **MANSFIELD POWER AND GAS, LLC**, a Georgia limited liability company ("Mansfield Power"; Mansfield Oil, Mansfield Systems, C & N, and Mansfield Power are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the guarantors from time to time party thereto, the lenders from time to time party thereto (the "Lenders"), Fifth Third, in its capacity as Agent, syndication agent and documentation agent, and **FIFTH THIRD SECURITIES INC.**, an Ohio corporation, as lead arranger and book runner, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of June 26, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement,

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each

member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademark. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Copyright Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS

ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

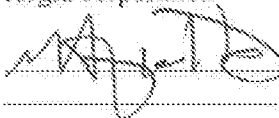
10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

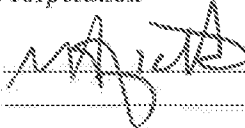
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written,

GRANTORS:

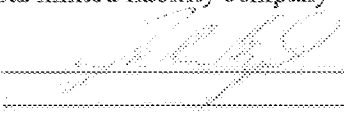
MANSFIELD OIL COMPANY OF GAINESVILLE,
INC., a Georgia corporation

By: 
Name: _____
Title: _____

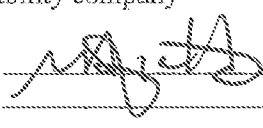
MANSFIELD SYSTEMS, INC.,
a Georgia corporation

By: 
Name: _____
Title: _____

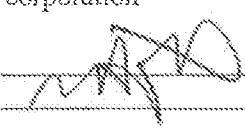
C & N ETHANOL MARKETING, LLC,
a Minnesota limited liability company

By: 
Name: _____
Title: _____

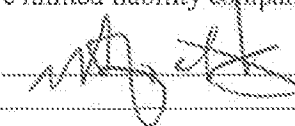
MANSFIELD POWER AND GAS, LLC, a Georgia
limited liability company

By: 
Name: _____
Title: _____

MANSFIELD ENERGY CORP.,
a Georgia corporation

By: 
Name: _____
Title: _____

NOBLE MANSFIELD RENEWABLE ENERGY
HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written,

GRANTORS:

MANSFIELD OIL COMPANY OF GAINESVILLE, INC., a Georgia corporation

By: _____
Name: _____
Title: _____

MANSFIELD SYSTEMS, INC.,
a Georgia corporation

By: _____
Name: _____
Title: _____

C & N ETHANOL MARKETING, LLC,
a Minnesota limited liability company

By: _____
Name: _____
Title: _____

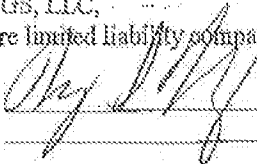
MANSFIELD POWER AND GAS, LLC, a Georgia limited liability company

By: _____
Name: _____
Title: _____

MANSFIELD ENERGY CORP.,
a Georgia corporation

By: _____
Name: _____
Title: _____

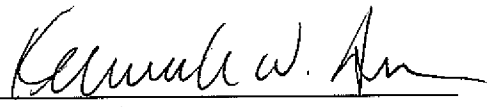
NOBLE MANSFIELD RENEWABLE ENERGY HOLDINGS, LLC,
a Delaware limited liability company

By:  _____
Name: _____
Title: _____

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

FIFTH THIRD BANK

By: 

Name: Kenneth W. Deere

Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

	Country	Mark	Application/ Registration No.	App/Reg Date
Mansfield Oil Company of Gainesville, Inc.	USA	AGILITY	85/220,842	January 19, 2011
Mansfield Oil Company of Gainesville, Inc.	USA	COLDPRO	77/802,040 3,948,548	August 11, 2009 April 19, 2011
Mansfield Oil Company of Gainesville, Inc.	USA	EFUELOGISTICS	77/207,348 3,525,091	June 15, 2007 October 28, 2008
Mansfield Oil Company of Gainesville, Inc.	USA	 (M & design)	77/207,346 3,604,899	June 15, 2007 April 14, 2009
Mansfield Oil Company of Gainesville, Inc.	USA	MANSFIELD	77/207,342 3,397,642	June 15, 2007 March 18, 2008
Mansfield Oil Company of Gainesville, Inc.	USA	 (M & design)	77/207,340 3,384,613	June 15, 2007 February 19, 2008
Mansfield Oil Company of Gainesville, Inc.	USA	MANSFIELD	77/207,336 3,397,641	June 15, 2007 March 18, 2008
Mansfield Oil Company of Gainesville, Inc.	USA	GAS TO GALLONS	85574353	March 20, 2012
Mansfield Oil Company of Gainesville, Inc.	USA	BLUE LEAF	86019482	July 25, 2013
Mansfield Oil Company of Gainesville, Inc.	USA	SOLO	75/886,282 2,696,136	January 3, 2000 March 11, 2003

Mansfield Oil Company of Gainesville, Inc.	USA	ARSENAL	85/096,539	July 30, 2010 November 1, 2011
Mansfield Oil Company of Gainesville, Inc.	USA	COMMAND LABS	85/113837	August 23, 2010 January 8, 2011
Mansfield Oil Company of Gainesville, Inc.	USA	TORPEDO	85/253,310	February 28, 2011 September 20, 2011
Mansfield Oil Company of Gainesville, Inc.	USA	TANK ARMOUR	85/433,675	September 28, 2011 May 29, 2012
Mansfield Oil Company of Gainesville, Inc.	USA	DRY TANK	86/294398	May 29, 2014
Mansfield Oil Company of Gainesville, Inc.	USA	SKYBLU	85/526,050	Pending