

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569086

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Suburban Propane, L.P.		03/24/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	555 California Street, 4th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3358451	SUBURBAN PROPANE	
Registration Number:	3310567	SUBURBAN PROPANE	
Registration Number:	3310566	SUBURBAN PROPANE	
Registration Number:	3310575	SUBURBAN PROPANE	
Registration Number:	2668867	GRILL ON!	
Registration Number:	2668862	GRILL ON!	
Registration Number:	2602224	SUBURBAN CYLINDER EXPRESS	
Registration Number:	2640907	SUBURBAN CYLINDER EXPRESS	
Registration Number:	2790194	SUBURBAN CYLINDER EXPRESS	
Registration Number:	3780412	SUBURBAN CYLINDER EXPRESS	
Registration Number:	2804496	SUBURBAN FRANCHISING	
Registration Number:	2637164	SUBURBAN FRANCHISING	
Registration Number:	2583713	GRILL ON!	
Registration Number:	2707670	SUBURBAN CYLINDER EXPRESS	
Registration Number:	2583709	GRILL ON!	
Registration Number:	3172751	AGWAY	
Registration Number:	1429782	TRU-GAS	
Registration Number:	2418801	INERGY	
Serial Number:	88431772	GO GREEN WITH SUBURBAN PROPANE	
TRADEMARK			

OP \$515.00 3358451

Property Type	Number	Word Mark
Registration Number:	2640906	SUBURBAN CYLINDER EXPRESS

CORRESPONDENCE DATA

Fax Number: 2142000853
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: 2109787487
Email: venisa.dark@haynesboone.com
Correspondent Name: Venisa Dark, Haynes and Boone LLP
Address Line 1: 2323 Victory Avenue, Suite 700
Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	47023.10_Legrand
NAME OF SUBMITTER:	Venisa Dark
SIGNATURE:	/Venisa Dark/
DATE SIGNED:	03/26/2020

Total Attachments: 6
source=2020-03-24 Second Amended and Restated Trademark Security Agreement from Suburban Propane to Bank of America#page1.tif
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SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”), dated as of March 24, 2020, by SUBURBAN PROPANE, L.P., a Delaware limited partnership (“*Grantor*”), in favor of BANK OF AMERICA, N.A., as Administrative Agent (as hereafter defined) for Secured Parties (as defined in the Security Agreement hereinafter referenced).

WITNESSETH:

WHEREAS, Grantor, as borrower, and Suburban Propane Partners, L.P., as Parent entered into that certain Credit Agreement dated as of June 26, 2009 with Bank of America, N.A., as a lender and as Administrative Agent (together with its permitted successors and/or assigns, in such capacity, “*Administrative Agent*”) for the lenders party thereto (together with their respective permitted successors and/or assigns, “*Lenders*”), which was amended and restated by that certain Amended and Restated Credit Agreement dated as of January 5, 2012, and further amended by that certain First Amendment to Amended and Restated Credit Agreement dated as of August 1, 2012 and that certain Second Amendment to Amended and Restated Credit Agreement dated as of May 9, 2014, which was amended and restated by that certain Second Amended and Restated Credit Agreement dated as of March 3, 2016, which was amended and restated by that certain Third Amended and Restated Credit Agreement dated as of March 5, 2020 (as may be further amended, modified, supplemented, renewed, replaced, restated, or otherwise modified from time to time, the “*Credit Agreement*”), and pursuant to the Credit Agreement the Lenders have severally agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor entered into that certain Security Agreement dated as of June 26, 2009, in favor of the Administrative Agent for the benefit of the Secured Parties, which was amended and restated by that certain Amended and Restated Security Agreement dated as of January 5, 2012, which was amended and restated by that certain Second Amended and Restated Security Agreement dated as of March 3, 2016, which was amended and restated by that certain Third Amended and Restated Security Agreement dated as of March 5, 2020 (as it may be further amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), pursuant to which Grantor was required to execute and deliver the Existing Trademark Security Agreement (defined below);

WHEREAS, pursuant to the Security Agreement, Grantor granted a security interest to the Administrative Agent for the benefit of the Security Parties in all Trademarks (as therein defined) at any time then or thereafter owned by Grantor, including the trademarks listed on *Schedule I* thereto, and to further evidence and confirm such security interest, Grantor executed that certain Trademark Security Agreement dated as of June 26, 2009 in favor of the Administrative Agent for the benefit of the Secured Parties, recorded on July 23, 2009 with the United States Patent and Trademark Office at Reel/Frame: 022990/0490, as amended and restated by that certain Amended and Restated Trademark Security Agreement dated as of June 26, 2014 in favor of the Administrative Agent for the benefit of the Secured Parties, recorded on July 2, 2014 with the United States Patent and Trademark Office at Reel/Frame: 5314/0812 (as it may be amended, restated, or otherwise modified from time to time, the “*Existing Trademark Security Agreement*”);

WHEREAS, to comply with the terms of the Credit Agreement and the Security Agreement, Grantor wishes to amend and restate the Existing Trademark Security Agreement in its entirety to further evidence the grant, to the Administrative Agent for the benefit of the Security Parties, of a security interest in all of its right, title and interest now owned or hereafter acquired in all Trademarks; and

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the mutual covenants and undertakings and the terms and conditions contained herein, Grantor and Administrative Agent (for the benefit of the Secured Parties) hereby agree as follows:

Section 1 Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement. Without limiting the foregoing, the parties agree that the words “include”, “includes” and “including” as used herein shall be deemed to be followed by the phrase “without limitation”.

Section 2 Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations as defined in the Security Agreement, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following, whether now owned or hereafter acquired or existing (the “*Trademark Collateral*”):

- (a) all Trademarks and all Trademark Licenses to which it is a party, including those referred to on *Schedule I*;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3 Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of 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.

Section 4 Inactive Trademarks. Grantor represents to Administrative Agent and the Lenders that the following Trademarks are no longer active: the Trademarks owned by Grantor and pledged to Administrative Agent with the following registration numbers: 3313128, 3,780,412, 1835694, 3,005,472, 3,025,297, 3,019,139, 3,261,120, 3,039,111, 3,917,736, 3,651,843, 3,648,192, 3,807,492, 3,648,193, 3,005,474, 3,005,471, 3,047,553, 1,769,632, 2,932,543, 1,952,234, 5,502,600 (Wisconsin) and 3,277,556.

Section 5 Amendment and Restatement; Reaffirmation. This Trademark Security Agreement amends and restates in its entirety the Existing Trademark Security Agreement. All liens, claims, rights, titles, interests and benefits created and granted by the Existing Trademark Security Agreement shall continue to exist, remain valid and subsisting, shall not be impaired or released hereby, shall remain in full force and effect and are hereby renewed, extended and carried forward as security for

the Secured Obligations, in each case, as modified by the terms hereof.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer effective as of the date first set forth above.

Very truly yours,

SUBURBAN PROPANE, L.P.,
a Delaware limited partnership

By: Michael Kustria
Name:
Title: Michael Kustria
Chief Financial Officer and
Chief Accounting Officer

Accepted and Agreed:

BANK OF AMERICA, N.A., as Administrative Agent
for the benefit of the Secured Parties

A handwritten signature in cursive script, appearing to read "Bridgett J. Manduk Mowry".

By: _____

Name: Bridgett J. Manduk Mowry
Title: Vice President

Schedule I
to
Second Amended and Restated Trademark Security Agreement
Trademark Registrations

REGISTERED TRADEMARKS

<u>Mark</u>	<u>Registration Number</u>
SUBURBAN PROPANE and Design	3358451
SUBURBAN PROPANE	3310567
SUBURBAN PROPANE	3310566
SUBURBAN PROPANE and Design	3310575
GRILL ON!	2668867
GRILL ON!	2668862
SUBURBAN CYLINDER EXPRESS and Design	2602224
SUBURBAN CYLINDER EXPRESS and Design	2640907
SUBURBAN CYLINDER EXPRESS	2640906
SUBURBAN CYLINDER EXPRESS	2790194
SUBURBAN CYLINDER EXPRESS	3780412
SUBURBAN FRANCHISING	2804496
SUBURBAN FRANCHISING and Design	2637164
GRILL ON!	2583713
SUBURBAN CYLINDER EXPRESS and Design	2707670
GRILL ON!	2583709
AGWAY	3172751
TRU-GAS	1,429,782
INERGY	2,418,801

APPLIED-FOR TRADEMARKS

<u>Mark</u>	<u>Serial No.</u>
GO GREEN WITH SUBURBAN PROPANE and Design	88431772