

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578228

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		05/19/2020	Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Sprague Operating Resources LLC
Street Address:	185 International Drive
City:	Portsmouth
State/Country:	NEW HAMPSHIRE
Postal Code:	03801
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4571661	FLEETCONTROL
Registration Number:	1660036	C
Registration Number:	1408945	CASTLE
Registration Number:	2114196	CASTLE
Registration Number:	4403706	CASTLE ENERGY SOLUTIONS
Registration Number:	4392742	CASTLE ENERGY SOLUTIONS LLC
Registration Number:	3598986	CUSTOMERS RULE
Registration Number:	4354463	CUSTOMERS RULE, NATURALLY
Registration Number:	4695521	PHYSICALCAP
Registration Number:	4647938	SPRAGUEPORT

CORRESPONDENCE DATA

Fax Number: 2125046666

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: 2125046000

Email: jennifer.chick@cwt.com

Correspondent Name: Cadwalader, Wickersham & Taft LLP

Address Line 1: 200 Liberty Street

CH \$265.00 4571661

Address Line 4:	New York, NEW YORK 10281
ATTORNEY DOCKET NUMBER:	99071.023
NAME OF SUBMITTER:	Jennifer A. Chick
SIGNATURE:	/Jennifer A. Chick/
DATE SIGNED:	05/27/2020
Total Attachments: 3 source=17. MUFG - Sprague - 2014 Termination_US Trademarks#page1.tif source=17. MUFG - Sprague - 2014 Termination_US Trademarks#page2.tif source=17. MUFG - Sprague - 2014 Termination_US Trademarks#page3.tif	

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

TERMINATION AND RELEASE dated as of May 19, 2020 from JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Agent") to SPRAGUE OPERATING RESOURCES LLC (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of December 9, 2014, among the Agent and Grantor and the other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Grantor granted a security interest (the "Security Interest") to the Agent in certain collateral;

WHEREAS, in connection with that certain Trademark Security Agreement dated as of December 9, 2014, among the Agent and Grantor (the "Trademark Security Agreement"), the Grantor, by reference to the Credit Agreement, reaffirmed its intent to grant the Security Interest to the Agent specifically in all the United States Trademarks and Trademarks for which United States applications are registered and pending, which are set forth on Schedule A (the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on December 18, 2014 at Reel 5422 and Frame 0173;

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

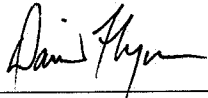
1. Definitions. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By:  _____

Name: David Hyman

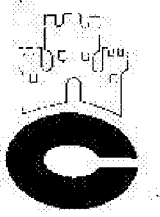
Title: Executive Director

Termination and Release of Security Interest in U.S. Trademarks

TRADEMARK
REEL: 006947 FRAME: 0199

Schedule A

Trademark Registrations and Applications

Marks	OWNER	REG. NO.	REG. DATE	STATUS
FLEETCONTROL	Sprague Operating Resources LLC	4,571,661	12/4/2014	Registered
	Sprague Operating Resources LLC	1,660,036	10/8/1991	Registered
CASTLE	Sprague Operating Resources LLC	1,408,945	9/9/1986	Registered
CASTLE & Design	Sprague Operating Resources LLC	2,114,196	11/18/1997	Cancelled
CASTLE ENERGY SOLUTIONS	Sprague Operating Resources LLC	4,403,706	9/17/2013	Registered
CASTLE ENERGY SOLUTIONS LLC & Design	Sprague Operating Resources LLC	4,392,742	9/27/2013	Registered
CUSTOMERS RULE	Sprague Operating Resources LLC	3,598,986	3/31/2009	Cancelled
CUSTOMERS RULE, NATURALLY	Sprague Operating Resources LLC	4,354,463	6/18/2013	Cancelled
PHYSICALCAP	Sprague Operating Resources LLC	4,695,521	3/3/2015	Registered
SPRAGUEPORT	Sprague Operating Resources LLC	4,647,938	12/2/2014	Registered

Termination and Release of Security Interest in U.S. Trademarks