

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paxon Energy & Infrastructure Services, LLC		09/29/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn, IL1-1145 (Floor L2)		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88905500	PAXON	
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:	3127018637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	20656301		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	10/01/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 29, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made between Paxon Energy & Infrastructure Services, LLC (the “Borrower”) (collectively with any additional entities which become parties to this Agreement, each a “Grantor”, and collectively, the “Grantors”) and JPMorgan Chase Bank, N.A. (the “Bank”).

WHEREAS, each Grantor is a party to a Continuing Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among the Borrower, the other grantors party thereto and the Bank pursuant to which each Grantor granted a security interest to the Bank in its Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Bank as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest

2.1. Grant of Security. Each Grantor hereby pledges, collaterally assigns and grants to the Bank a security interest in all of its right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and regardless of where located (collectively, the “Trademark Collateral”):

(a) (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto under the heading “Trademarks”; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world; and

(b) (i) any and all licensing agreements or similar arrangements in and to its Trademarks, including, without limitation, each agreement listed or required to be listed in Schedule A attached hereto under the heading “Trademark Licenses”, (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (iii) all rights to sue for past, present, and future breaches thereof.

2.2. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to

any agreement, license or covenant to which any Grantor is a party, and any of its rights or interest thereunder, if and to the extent that a security interest is prohibited by or in violation of (i) any law, rule or regulation applicable to such Grantor or (ii) any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Bank 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Choice of Law, Jury Trial

This Agreement shall be governed by and construed in accordance with the laws of the State of California (without giving effect to its laws of conflicts). **THE CHOICE OF VENUE PROVISIONS IN SECTION 8.5 OF THE CREDIT AGREEMENT AND THE JURY WAIVER AND JUDICIAL REFERENCE PROVISIONS FOUND IN SECTION 11 OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE HEREIN *MUTATIS MUTANDIS*.**

SECTION 5. Counterparts

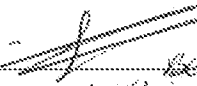
This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same agreement.

[Signatures Immediately Follow]

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

GRANTOR:

PAXON ENERGY & INFRASTRUCTURE
SERVICES, LLC

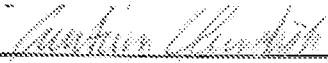
By: 

Name: Nashia Behravan

Title: CEO

Accepted and Agreed:


JPMORGAN CHASE BANK, N.A.
as Bank

By: 
Name: Gautum Chandiok
Title: Credit Officer

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

REGISTERED TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number	Country
PAXON ENERGY & INFRASTRUCTURE SERVICES, LLC		May 7, 2020	88,905,500	USA

TRADEMARK APPLICATIONS

N/A

TRADEMARK LICENSES

N/A