

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sun Coast Resources, Inc.		11/19/2020	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	2200 Ross Avenue, Fl. 9		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5367501	SUN COAST	
Registration Number:	2478740	SUN COAST RESOURCES, INC.	
Registration Number:	4985618	THE EMERGENCY FUEL COMPANY	
CORRESPONDENCE DATA			
Fax Number:	2029068669		
<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:	202.906.8618		
Email:	tm@dykema.com		
Correspondent Name:	Eric T. Fingerhut		
Address Line 1:	1301 K Street, N.W., Suite 1100 West		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Eric T. Fingerhut		
SIGNATURE:	/eric t. fingerhut/		
DATE SIGNED:	04/07/2021		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 19, 2020 (this "Agreement"), is entered into by SUN COAST RESOURCES, INC., a Texas corporation (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, the Grantor, the other Loan Parties (as defined in the Credit Agreement) thereto, the Lenders (as defined in the Credit Agreement) and the Administrative Agent have entered into that certain Credit Agreement dated as of November 19, 2020 (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Credit Agreement") with the Administrative Agent, pursuant to which the Administrative Agent has agreed to make certain loans to the Grantor (collectively, the "Loans").

WHEREAS, in connection with the Credit Agreement, the Grantor, the other Loan Parties (as defined in the Credit Agreement) thereto, and the Administrative Agent have entered into that certain Pledge and Security Agreement dated as of November 19, 2020 (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Security Agreement") in order to induce the Administrative Agent to enter into and extend the Loans to the Grantor under the Credit Agreement.

WHEREAS, a condition precedent to the extension of the Loans to the Grantor is the Grantor's execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent to enter into the Credit Agreement and Security Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the 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.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. The Grantor hereby unconditionally grants, collaterally assigns, and pledges to the Administrative Agent, for the benefit of each of the Lenders (as defined in the Credit Agreement), a continuing security interest (referred to in this Agreement as the "Security Interest") in all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations, renewals or extensions thereof and all goodwill associated therewith;

(b) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution or violation of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto.

3. SECURITY FOR SECURED OBLIGATIONS. This 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 Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Administrative Agent, or any of the other Lenders (as defined in the Credit Agreement), whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Lenders (as defined in the Credit Agreement), pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the 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. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantor shall give the Administrative Agent prompt notice in writing of any additional trademark registrations granted therefor after the date hereof. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any future United States registered trademarks or applications therefor of the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement is a Loan Document (as defined in the Credit Agreement). This 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 Agreement. Delivery of an executed counterpart of this Agreement by any electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by any electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

[signature page follows]

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

GRANTOR:

SUN COAST RESOURCES, INC.

By: Lori Vetter

Name: Lori Vetter

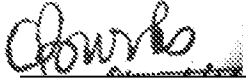
Title: President

(Signatures Continue on Following Page)

Acknowledged and Agreed to as of the date first set forth above.

ADMINISTRATIVE AGENT:

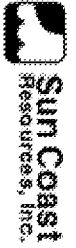
JPMORGAN CHASE BANK, N.A.

By: 
Name: Candice Brooks
Title: Authorized Officer

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Owned Trademarks

TM Record	TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner Information
US Federal Q2 uf 1	<u>SUN COAST</u> RN: 5367501 SN: 87168522	Registered, January 2, 2018 Int'l Class: 04 First Use: October 31, 1992 Int'l Class: 35 First Use: August 31, 2007 Int'l Class: 37,40 First Use: April 30, 2006 Filed: September 12, 2016 Registered: January 2, 2018	(Int'l Class: 04) petroleum products, namely, gasoline, lubricants for motor vehicles, diesel fuel, aviation fuel, motor oil, non-chemical motor oil additives, and fuel oil (Int'l Class: 35) disaster planning and recovery services, namely, business planning and continuity consulting; disaster management services, namely, business continuity consulting (Int'l Class: 37) maintenance services in the field of lubrication and equipment reliability, namely, maintenance of rotating equipment at industrial process plants in the nature of pumps, compressors, turbines, rotors and fans; vehicle and equipment lubrication services; providing onsite vehicle and hydraulic fracturing	Sun Coast Resources, Inc. (Texas Corp.) 6405 Cavalcade Street, Building One Houston Texas 77026

TM Record	TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner Information
US Federal Q2 uf 2	<p><u>SUN COAST RESOURCES, INC. and Design</u></p>  <p>RN: 2478740 SN: 74731586 Disclaimer: "RESOURCES, INC."</p>	<p>Renewed, August 21, 2011 Int'l Class: 04 First Use: April 29, 1985 Filed: September 20, 1995 Registered: August 21, 2001 Last Renewal: August 21, 2011</p>	<p>(Int'l Class: 04) petroleum products, namely, gasoline, lubricants for motor vehicles, diesel fuel, aviation fuel, motor oil, non-chemical motor oil additives, and fuel oil</p>	<p>Sun Coast Resources, Inc. (Texas Corp.)</p>
US Federal Q2 uf 3	<p><u>THE EMERGENCY FUEL COMPANY</u></p> <p>RN: 4985618 SN: 86706708</p>	<p>Registered Supplemental Register, June 21, 2016 Int'l Class: 04,35,39 First Use: August 31, 2007 Filed: July 28, 2015 Registered: June 21, 2016</p>	<p>(Int'l Class: 04) petroleum products, namely, gasoline, lubricants for motor vehicles, diesel fuel, aviation fuel, motor oil, non-chemical motor oil additives, and fuel oil (Int'l Class: 35) disaster planning and recovery services, namely, business planning and continuity consulting; disaster management services, namely, business</p>	<p>Sun Coast Resources, Inc. (Texas Corp.) 6405 Cavalcade Street, Building One Houston Texas 77026</p>

TM Record	TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner Information
			<p>continuity consulting (Int'l Class: 39) disaster recovery services, namely, providing fuel delivery services during disasters; fuel delivery services; rental of storage tanks and trucks for petroleum products; storage, distribution, and transportation of petroleum products</p>	