

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642332

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FERRELLGAS, L.P.		03/30/2021	Limited Partnership: DELAWARE
BLUE RHINO GLOBAL SOURCING, INC.		03/30/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT
Street Address:	10 SOUTH DEARBORN STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2912949	BLUE RHINO
Registration Number:	3160502	BLUE RHINO
Registration Number:	1898501	BLUE RHINO
Registration Number:	3181738	
Registration Number:	3042691	DROP, SWAP, AND GO
Registration Number:	4632636	IT'S NOT JUST PROPANE. IT'S BLUE RHINO.
Registration Number:	5087618	TAKE-A-TANK
Registration Number:	662952	THERMOGAS
Registration Number:	3248775	BARROW PROPANE GAS
Registration Number:	3449420	ECONOGAS
Registration Number:	3568610	ECONOGAS
Registration Number:	1997116	FERRELLGAS
Registration Number:	1998345	FERRELLGAS
Registration Number:	2054208	FERRELLGAS
Registration Number:	1997113	FERRELLGAS
Registration Number:	1998344	FERRELLGAS

CH \$540.00 2912949

Property Type	Number	Word Mark
Registration Number:	1852964	FERRELLMETER
Registration Number:	5972251	LINDSEY PROPANE
Registration Number:	3130909	SMARTFILL
Registration Number:	3175027	SMARTFILL FERRELLGAS
Registration Number:	3543032	THERMOGAS

CORRESPONDENCE DATA

Fax Number: 2124552502
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: (212)455-2333
Email: ksolomon@stblaw.com
Correspondent Name: BOBBIE BURROWS, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/2329
NAME OF SUBMITTER:	BOBBIE BURROWS
SIGNATURE:	/BB/
DATE SIGNED:	04/26/2021

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 30, 2021 (the “Trademark Security Agreement”), is made by FERRELLGAS, L.P. and BLUE RHINO GLOBAL SOURCING, INC. (collectively, the “Grantors”) in favor of JPMORGAN CHASE BANK, N.A, as administrative agent and collateral agent (in such capacity, the “Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, FERRELLGAS, L.P., a Delaware limited partnership (the “Company”) has entered into a Credit Agreement, dated as of March 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the General Partner, the Company, the Agent and the Lenders from time to time party thereto;

WHEREAS, in connection with the Credit Agreement the Grantors have entered into the Pledge and Security Agreement, dated as of March 30, 2021 in favor of the Agent for the benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in all Intellectual Property, including the Trademarks to the Agent for the ratable benefit of the Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security. Each Grantor hereby pledges and grants to the Agent on behalf of and for the benefit of the Secured Parties, to secure the prompt and complete payment of performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor’s Obligations, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Trademarks, in each case whether now owned or existing or hereafter acquired (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Collateral”).

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

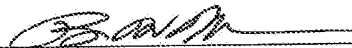
SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 5. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. SECTION 6. Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with


respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement, as applicable, shall govern.

[Remainder of page left intentionally blank]

FERRELLGAS, L.P., as Grantor
By: Ferrellgas, Inc., its general partner

By: 
Name: Brian W. Herrmann
Title: Interim Chief Financial Officer

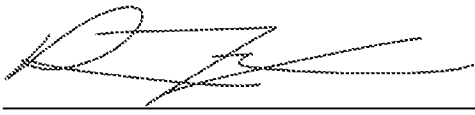
BLUE RHINO GLOBAL SOURCING, INC., as
Grantor

By: 
Name: Brian W. Herrmann
Title: Interim Chief Financial Officer

[Signature Page to Trademark Security Agreement]


Agreed and Accepted:


JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: Darren M. Vanek
Title: Authorized Signatory

SCHEDULE A

United States Trademarks and Trademark Applications

Mark	App. No.	Reg. No.	Dates	Owner
BLUE RHINO	78283791	2912949	Filed: August 6, 2003 Registered: December 21, 2004	Ferrellgas, L.P.
BLUE RHINO	78553523	3160502	Filed: January 25, 2005 Registered: October 17, 2006	Ferrellgas, L.P.
BLUE RHINO and Design 	74528082	1898501	Filed: May 23, 1994 Registered: June 13, 1995	Ferrellgas, L.P.

Mark	App. No.	Reg. No.	Dates	Owner
RHINO Design 	78553527	3181738	Filed: January 25, 2005 Registered: December 5, 2006	Ferrellgas, L.P.
DROP, SWAP, AND GO	78391464	3042691	Filed: March 26, 2004 Registered: January 10, 2006	Ferrellgas, L.P.

Mark	App. No.	Reg. No.	Dates	Owner
ITS NOT JUST ITS PROPANE. BLUE RHINO.	85200763	4632636	Filed: December 17, 2010 Registered: November 4, 2014	Ferrellgas, L.P.
TAKE-A-TANK	86679341	5087618	Filed: June 30, 2015 Registered: November 22, 2016	Blue Rhino Global Sourcing, Inc.
THERMOGAS Stylized *****	72014762	662952	Filed: August 28, 1956 Registered: June 17, 1958	Ferrellgas, L.P.
BARROW PROPANE GAS	76516019	3248775	Filed: May 23, 2003 Registered: June 5, 2007	Ferrellgas, L.P.
ECONOGAS	78661690	3449420	Filed: June 30, 2005 Registered: June 17, 2008	Ferrellgas, L.P.
ECONOGAS and Design *****	78661672	3568610	Filed: June 30, 2005 Registered: January 27, 2009	Ferrellgas, L.P.

Mark	App. No.	Reg. No.	Dates	Owner
FERRELLGAS	75000685	1997116	Filed: October 2, 1995 Registered: August 27, 1996	Ferrellgas, L.P.
FERRELLGAS	75000658	1998345	Filed: October 2, 1995 Registered: September 3, 1996	Ferrellgas, L.P.
FERRELLGAS	75000661	2054208	Filed: October 2, 1995 Registered: April 22, 1997	Ferrellgas, L.P.
FERRELLGAS and Design 	75000402	1997113	Filed: October 2, 1995 Registered: August 27, 1996	Ferrellgas, L.P.
FERRELLGAS and Design 	75000657	1998344	Filed: October 2, 1995 Registered: September 3, 1996	Ferrellgas, L.P.
FERRELLMETER Stylized	74346255	1852964	Filed: January 7, 1993 Registered: September 6, 1994	Ferrellgas, L.P.
LINDSEY PROPANE	88507603	5,972,251	Filed: July 10, 2019	Ferrellgas, L.P.
SMARTFILL	78485642	3130909	Filed: September 17, 2004 Registered: August 15, 2006	Ferrellgas, L.P.

Mark	App. No.	Reg. No.	Dates	Owner
SMARTFILL FERRELLGAS and Design *****	78486393	3175027	Filed: September 20, 2004 Registered: November 21, 2006	Ferrellgas, L.P.
THERMOGAS	77437878	3,543,032	Filed: April 2, 2008 Registered: December 9, 2008	Ferrellgas, L.P.