

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771565

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flogistix, LP		12/01/2022	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	1900 North Akard St		
Internal Address:	3rd Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6573288	FLUX	
CORRESPONDENCE DATA			
Fax Number:	2142207716		
<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:	2146617347		
Email:	sspainhour@velaw.com		
Correspondent Name:	Shannon Spainhour		
Address Line 1:	2001 Ross Avenue, Suite 3900		
Address Line 2:	c/o Vinson & Elkins L.L.P.		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Shannon Spainhour		
SIGNATURE:	/Shannon Spainhour/		
DATE SIGNED:	12/02/2022		
Total Attachments: 6			
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**SECOND AMENDMENT AND REAFFIRMATION OF AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

This Second Amendment and Reaffirmation of Amended and Restated Trademark Security Agreement (this "Amendment") is made and entered into as of December 1, 2022, by Flogistix, LP, a Texas limited partnership ("Grantor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, in its capacity as administrative agent (together with any successors and assigns, the "Administrative Agent"), for the benefit of the Secured Parties (as defined in the Credit Agreement (as defined below)).

RECITALS:

Reference is hereby made to that certain Third Amendment to Second Amended and Restated Credit Agreement dated as of the date hereof (the "Credit Agreement Amendment"), by and among Grantor, Flogistix GP, LLC, a Delaware limited liability company ("General Partner"), Flogistix Holdings, LLC, a Delaware limited liability company ("Holdings", collectively with General Partner and Grantor, the "Loan Parties" and each a "Loan Party"), the Lenders (as defined below) party thereto and the Administrative Agent, which amends that certain Second Amended and Restated Credit Agreement dated as of July 28, 2015 (as amended, modified, extended or restated from time to time, including by the Credit Agreement Amendment, the "Credit Agreement") by and among the Loan Parties, the financial institutions from time to time party thereto as lenders (collectively, the "Lenders") and the Administrative Agent.

The Loan Parties entered into that certain Second Amended and Restated Pledge and Security Agreement dated as of July 28, 2015 among the grantors signatory thereto (including Grantor) and the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") for the benefit of the Secured Parties.

Grantor entered into that certain Amended and Restated Trademark Security Agreement dated as of July 28, 2015 between Grantor and the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") in connection with the Credit Agreement and the Security Agreement.

Pursuant to the Security Agreement, as collateral security for all of the Secured Obligations, Grantor has pledged and assigned to the Administrative Agent, and granted to the Administrative Agent, in each case for the benefit of the Secured Parties, a continuing security interest in all of the Grantor's Trademarks (as defined in the Security Agreement), together with, among other things, the goodwill of the business symbolized by and associated with the Grantor's Trademarks and the applications and registrations thereof, and all proceeds thereof (the "Collateral").

Grantor desires to amend certain provisions of the Trademark Security Agreement and reaffirm its obligations under the Trademark Security Agreement on the terms and conditions herein in connection with the Credit Agreement Amendment and the Security Agreement. Unless otherwise noted, capitalized terms used but not defined herein have the meanings assigned to them in the Trademark Security Agreement, as amended hereby, or the Credit Agreement, as applicable.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Recitals. Each and all of the foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. Amendment of Schedule 1 to the Trademark Security Agreement. Schedule 1 to the Trademark Security Agreement is hereby amended and supplemented to add thereto the Collateral listed on Annex I attached hereto.

The Collateral listed on Annex I attached hereto shall be and become part of the Secured Trademarks referred to in the Trademark Security Agreement and shall secure all Secured Obligations (as defined in the Security Agreement), and the undersigned hereby grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in the Secured Trademarks (as supplemented hereby) to secure the prompt and complete payment and performance of the Secured Obligations under the terms of the Trademark Security Agreement as amended and reaffirmed hereby.

SECTION 3. Reaffirmations. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Trademark Security Agreement and, except as expressly modified and superseded by this Amendment, the terms and provisions of the Trademark Security Agreement are reaffirmed and confirmed and shall continue in full force and effect. Grantor hereby reaffirms and confirms its obligations to the Administrative Agent, for the benefit of the Secured Parties, under the Trademark Security Agreement and acknowledges that the Secured Trademarks (as supplemented hereby) shall secure the prompt and complete payment and performance of the Secured Obligations, as amended, increased and/or extended pursuant to the Credit Agreement. The Trademark Security Agreement, as amended and reaffirmed hereby, shall continue to be legal, valid, binding and enforceable in accordance with its terms.

SECTION 4. No Waiver. Nothing contained in this Amendment shall be construed as a waiver by the Administrative Agent of any covenant or provision of the Trademark Security Agreement, the other Loan Documents, or of any other contract or instrument between Grantor and the Administrative Agent, and the failure of the Administrative Agent at any time or times hereafter to require strict performance by Grantor of any provision thereof shall not waive, affect or diminish any right of the Administrative Agent to thereafter demand strict compliance therewith. The Administrative Agent hereby reserves all rights granted under the Trademark Security Agreement, the other Loan Documents, this Amendment and any other contract or instrument between Grantor and the Administrative Agent.

SECTION 5. Severability. In case any one or more of the provisions contained in this Amendment shall for any reason be held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity, legality and enforceability of any other provision hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 6. APPLICABLE LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS.

SECTION 7. Successors and Assigns. This Amendment is binding upon and shall inure to the benefit of the Administrative Agent and Grantor and their respective successors and assigns, except Grantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent, other than as expressly permitted under the terms of the Credit Agreement.

SECTION 8. Counterparts. This Amendment 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 Amendment that is an Electronic Signature transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Amendment shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; *provided* that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; *provided, further*, that upon the request of the Administrative Agent, any Electronic Signature shall be promptly followed by a manually executed counterpart.

SECTION 9. Effect of Waiver. No consent or waiver, express or implied, by the Administrative Agent to or for any breach of or deviation from any covenant, condition or duty by Grantor shall be deemed a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

SECTION 10. Headings. The headings of this Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

SECTION 11. Entire Agreement. THE TRADEMARK SECURITY AGREEMENT, THIS AMENDMENT AND ALL OTHER INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THIS AMENDMENT REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER HEREOF.

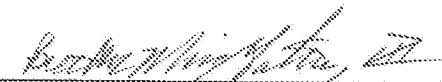
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

GRANTOR:

FLOGISTIX, LP

By: Flogistix GP, LLC, its General Partner

By: 

Name: Brooks Mims Talton, III

Title: President and Chief Executive Officer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 

Name: J. Devin Mock

Title: Authorized Officer

ANNEX I TO SECOND AMENDMENT AND REAFFIRMATION OF AMENDED AND
RESTATED TRADEMARK SECURITY AGREEMENT

Registered Trademarks:

Country	Application No.	Filing Date	Registration No.	Registration Date	Description
UNITED STATES	90379353	12/14/2020	6573288	11/30/2021	FLUX

[ANNEX I]

RECORDED: 12/02/2022

TRADEMARK
REEL: 007919 FRAME: 0852