## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM786778

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Talos Production Inc.		02/13/2023	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.	
Street Address:	712 Main Street	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77002	
Entity Type:	national banking association: UNITED STATES	

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4854099	TALOS ENERGY
Registration Number:	5539445	ENVEN
Registration Number:	5407722	ENVEN

## **CORRESPONDENCE DATA**

Fax Number: 2142207716

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: 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

TAL247.16000 ATTORNEY DOCKET NUMBER: NAME OF SUBMITTER: Shannon Spainhour

SIGNATURE: /Shannon Spainhour/

**DATE SIGNED:** 02/14/2023

**Total Attachments: 5** 

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#### TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of February 13, 2023, is made by the Grantor (as identified below) in favor of JPMORGAN CHASE BANK, N.A., as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**").

**WHEREAS**, Talos Production Inc., a Delaware corporation and ultimate successor to EnVen Energy Corporation (the "**Grantor**"), owns the Trademark Collateral (as defined below);

WHEREAS, reference is made to that certain (i) Credit Agreement dated as of May 10, 2018 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among Talos Energy Inc., a Delaware corporation ("Holdings"), the Grantor, as borrower, the Lenders party thereto from time to time, JPMorgan Chase Bank, N.A., as administrative agent, and the other parties named therein and (ii) Collateral Agreement dated as of May 10, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Grantor, each other Credit Party party thereto, and the Collateral Agent;

WHEREAS, pursuant to the Collateral Agreement, Grantor (a) pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, *inter alia*, the Trademark Collateral (as defined below) and (b) has agreed to execute and deliver this Agreement in order to ratify, confirm and record the security interest granted to the Collateral Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office;

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

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, to evidence further the security interest granted by the Grantor to the Collateral Agent pursuant to the Collateral Agreement, as security for the payment and performance, as the case may be, in full of the Obligations, the Grantor has pledged, assigned and granted, and does hereby pledge, assign and grant, to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title, and interest in and to the following assets and properties, in each case whether now owned or at any time hereafter acquired, developed, created, or arising or in which the Grantor now has or at any time in the future may acquire any right, title or interest, and wherever located (collectively, the "**Trademark Collateral**"):

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, domain names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by the Grantor, or hereafter adopted and used, in its business (including, without limitation, the United States trademarks and United States trademark applications set forth on Schedule A annexed hereto) (collectively, the "Trademarks"); and
- (ii) all goodwill of the Grantor's business symbolized by the Trademarks associated therewith.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder or under the Collateral Agreement attach to (a) any "intent-to-

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use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act or (b) any other Excluded Assets.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement. All of the terms of the Collateral Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original but all of which when taken together shall constitute but on contract, and shall become effective as provided in Section 5.04 of the Collateral Agreement, the terms of which are incorporated herein by reference, *mutatis mutandis*. Delivery of an executed counterpart to this Confirmatory Grant by facsimile or electronic transmission (i.e., a "pdf" or a "tif") shall be as effective as delivery of a manually signed original.

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

Talos Production Inc.,

as Grantor

By:

Name: Shannon E. Young III

Title: Executive Vice President and Shief Financial

Officer

Accepted and Agreed:

JPMorgan Chase Bank, N.A., as Collateral Agent

Ву:

Name: Jason Williams
Title: Authorized Officer

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# SCHEDULE A

#### to

# TRADEMARK SECURITY AGREEMENT

# **U.S. Trademarks Registrations and Applications:**

Registered Owner/Grantor	Registration / Application Number	Trademark
Talos Production Inc.	4854099	Talos Energy
Talos Production Inc.	5539445	ENVEN & design
Talos Production Inc.	5407722	ENVEN

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**RECORDED: 02/14/2023** 

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