

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813373

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Noble Supply & Logistics, LLC		05/26/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Blue Torch Finance LLC, as the Collateral Agent		
Street Address:	150 EAST 58TH STREET, 39TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10155		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	7043537	NOBLE.COM	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Ke Yang Xia		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	34089.033		
NAME OF SUBMITTER:	Ke Yang Xia		
SIGNATURE:	/Ke Yang Xia/		
DATE SIGNED:	05/26/2023		
Total Attachments: 3			
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ASSIGNMENT FOR SECURITY - TRADEMARKS

May 26, 2023

WHEREAS, Noble Supply & Logistics, LLC, a Delaware limited liability company (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, as applicable, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of October 26, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Blue Torch Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first above written.

ASSIGNOR:

NOBLE SUPPLY & LOGISTICS, LLC

By: _____

Name: Thomas W. Noble III

Title: President

[Signature Page to Assignment for Security – Trademarks]

TRADEMARK
REEL: 008085 FRAME: 0531

SCHEDULE A TO ASSIGNMENT FOR SECURITY – TRADEMARKS

Trademarks and Trademark Applications

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
noble.com	USA	90128945 / August 21, 2020	7043537 / May 2, 2023	Registered	Noble Supply & Logistics, LLC ¹

¹ Currently registered under the name “Noble Sales Co., Inc.”