

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM818940

|   |   |                        |  |
|---|---|------------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                              |                        |  |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                           |                        |  |
| <b>CONVEYING PARTY DATA</b>   |   |                        |  |
| <b>Name</b>   | <b>Formerly</b>                             | <b>Execution Date</b>  | <b>Entity Type</b>                       |
| Maxum Enterprises LLC   |   | 06/20/2023             | Limited Liability Company:<br>DELAWARE   |
| General Petroleum, LLC  |   | 06/20/2023             | Limited Liability Company:<br>CALIFORNIA |
| Maxum Petroleum Operating Company, LLC  |   | 06/20/2023             | Limited Liability Company:<br>DELAWARE   |
| <b>RECEIVING PARTY DATA</b>   |   |                        |  |
| <b>Name:</b>  | JPMorgan Chase Bank, N.A.                   |                        |  |
| <b>Street Address:</b>  | 1900 North Akard Street, 3rd Floor          |                        |  |
| <b>City:</b>  | Dallas                                      |                        |  |
| <b>State/Country:</b>   | TEXAS                                       |                        |  |
| <b>Postal Code:</b>   | 75201                                       |                        |  |
| <b>Entity Type:</b>   | national banking association: UNITED STATES |                        |  |
| <b>PROPERTY NUMBERS Total: 6</b>  |   |                        |  |
| <b>Property Type</b>  | <b>Number</b>                               | <b>Word Mark</b>       |  |
| <b>Serial Number:</b>   | 76662569                                    | GENERAL PETROLEUM      |  |
| <b>Serial Number:</b>   | 76662573                                    | GP                     |  |
| <b>Serial Number:</b>   | 77839144                                    | MAXUM                  |  |
| <b>Serial Number:</b>   | 86662545                                    | PILOT THOMAS LOGISTICS |  |
| <b>Serial Number:</b>   | 86662538                                    | PILOT THOMAS           |  |
| <b>Serial Number:</b>   | 87697450                                    | GRID                   |  |
| <b>CORRESPONDENCE DATA</b>  |   |                        |  |
| <b>Fax Number:</b>  | 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> |   |                        |  |
| <b>Phone:</b>   | 2146617347                                  |                        |  |
| <b>Email:</b>   | sspainhour@velaw.com                        |                        |  |
| <b>Correspondent Name:</b>  | Shannon Spainhour                           |                        |  |
| <b>Address Line 1:</b>  | 2001 Ross Avenue, Suite 3900                |                        |  |
| <b>Address Line 2:</b>  | c/o Vinson & Elkins                         |                        |  |
| <b>Address Line 4:</b>  | Dallas, TEXAS 75201                         |                        |  |

OP \$165.00 76662569

|   |                     |
|---|---------------------|
| <b>NAME OF SUBMITTER:</b>   | Shannon Spainhour   |
| <b>SIGNATURE:</b>   | /Shannon Spainhour/ |
| <b>DATE SIGNED:</b>   | 06/21/2023          |
| <b>Total Attachments: 9</b><br>source=JPM - Pilot - IP Security Agreement [Executed] #page1.tif<br>source=JPM - Pilot - IP Security Agreement [Executed] #page2.tif<br>source=JPM - Pilot - IP Security Agreement [Executed] #page3.tif<br>source=JPM - Pilot - IP Security Agreement [Executed] #page4.tif<br>source=JPM - Pilot - IP Security Agreement [Executed] #page5.tif<br>source=JPM - Pilot - IP Security Agreement [Executed] #page6.tif<br>source=JPM - Pilot - IP Security Agreement [Executed] #page7.tif<br>source=JPM - Pilot - IP Security Agreement [Executed] #page8.tif<br>source=JPM - Pilot - IP Security Agreement [Executed] #page9.tif |                     |

## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, supplemented or otherwise modified from time to time, this “**IP Security Agreement**”) is made and effective as of June 20, 2023, by and among MAXUM ENTERPRISES LLC, a Delaware limited liability company, d/b/a Pilot Thomas Logistics (the “**Borrower**”), GENERAL PETROLEUM, LLC, a California limited liability company (“**General Petroleum**”), and MAXUM PETROLEUM OPERATING COMPANY, LLC, a Delaware limited liability company (“**Maxum Petroleum**” and, together with Borrower and General Petroleum, each a “**Grantor**” and collectively, “**Grantors**”), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent and collateral agent for the Lenders and the other Secured Parties (each as defined in the Credit Agreement (as defined below)) (in such capacities, together with its successors in such capacities, the “**Administrative Agent**”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement.

### **RECITALS**

**WHEREAS**, pursuant to that certain Credit Agreement dated as of the date hereof, by and among each Grantor, the other loan parties from time to time party thereto, the Administrative Agent and the Lenders from time to time party thereto (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed, among other things, subject to the terms and conditions set forth therein, to make loans, and other financial accommodations to the Borrower (collectively, the “**Loans**”);

**WHEREAS**, each Grantor will derive substantial direct and indirect benefit from the Loans provided by the Lenders under the Credit Agreement; and

**WHEREAS**, it is a condition precedent to the obligations of the Administrative Agent and the Lenders to execute and perform under the Credit Agreement that each Grantor shall have executed and delivered this IP Security Agreement to the Administrative Agent for the ratable benefit of the Secured Parties.

**NOW, THEREFORE**, in consideration of the willingness of the Administrative Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

### **AGREEMENT**

1. **Grant of Security Interest.** To secure the Grantors’ prompt, punctual and faithful payment of the Loans and the performance of all and each of the Grantors’ Secured Obligations under the Credit Agreement, each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property rights licensed in which such Grantor

is prohibited from granting a security interest by contract, statute, or otherwise (the “**IP Collateral**”):

(a) The U.S. patents and patent applications set forth on Schedule A attached hereto (collectively, the “**Patents**”);

(b) The U.S. trademark and service mark registrations, trademark and service mark applications set forth on Schedule B attached hereto and all goodwill associated with the foregoing (*provided* that no security interest shall be granted in U.S. intent-to-use trademark applications to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) (collectively, the “**Trademarks**”);

(c) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(d) Any and all licenses or rights granted under any of the IP Collateral (excluding those licenses in which a Grantor is prohibited from granting a security interest by contract, statute or otherwise), and all license fees and royalties arising from such licenses or rights;

(e) Any and all divisions, continuations, amendments, renewals, extensions, reissuances and replacements of any of the items listed in clauses (a) through (d) of this paragraph; and

(f) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks file and record this IP Security Agreement in order to publicly reflect the interests of the Administrative Agent and the Secured Parties in the IP Collateral.

3. Assignment. Upon the request of the Administrative Agent after the occurrence and during the continuance of an Event of Default, each Grantor shall execute and deliver to the Administrative Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Administrative Agent, for the ratable benefit of the Secured Parties.

4. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) the Credit Agreement has terminated pursuant to its express terms and (b) all of the Secured Obligations have been Paid in Full. Upon any such termination, the Administrative Agent (at the Grantors’ request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as the Grantors may reasonably request) such documents as the Grantors may reasonably request and as are provided to the Administrative Agent to evidence such termination.

5. Miscellaneous.

(a) This IP Security Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks.

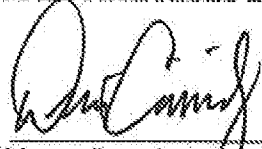
(b) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Administrative Agent, for the ratable benefit of the Secured Parties, under the Credit Agreement and the other Loan Documents. The rights and remedies of the Grantors and the Administrative Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Credit Agreement and the other Loan Documents, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Credit Agreement or the other Loan Documents, the provisions of the Credit Agreement or the other Loan Documents shall govern.

(c) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

*[Remainder of Page Intentionally Blank; Signature Page Follows]*

MAXUM ENTERPRISES LLC,

By:

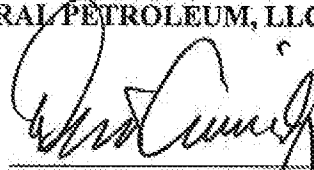


Name: Dennis J. Cassidy Jr.

Title: President & Chief Executive Officer

GENERAL PETROLEUM, LLC,

By:

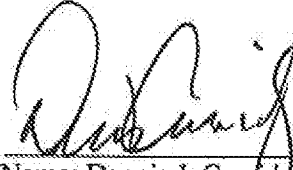


Name: Dennis J. Cassidy Jr.

Title: President & Chief Executive Officer

MAXUM PETROLEUM OPERATING COMPANY,  
LLC,

By:



Name: Dennis J. Cassidy Jr.

Title: President & Chief Executive Officer

TRADEMARK

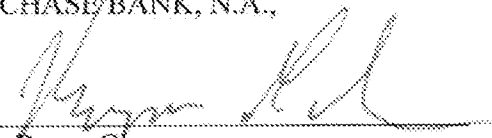
REEL: 008105 FRAME: 0962



ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,

By:



Name: Bryan Class

Title: Authorized Officer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 008105 FRAME: 0963**

**SCHEDULE A**

**PATENTS**



**Registered Patents**

| <b>Title</b>                          | <b>Patent No.</b> | <b>Patent Date</b> | <b>App. No.</b> | <b>App. Date</b> | <b>Owner</b>          |
|---------------------------------------|-------------------|--------------------|-----------------|------------------|-----------------------|
| System and method for delivering fuel | 10954115          | 2021-03-23         | 16222907        | 2018-12-17       | MAXUM ENTERPRISES LLC |
| System and method for delivering fuel | 11498827          | 2022-11-15         | 17203468        | 2021-03-16       | MAXUM ENTERPRISES LLC |

**SCHEDULE B**

**TRADEMARK AND SERVICE MARKS**

Registered Trademarks

| <b>Trademark</b>   | <b>Owner</b>   | <b>App. No.</b> | <b>App. Date</b> | <b>Reg. No.</b> | <b>Regi. Date</b> |
|--|--|-----------------|------------------|-----------------|-------------------|
| GENERAL<br>PETROLEUM<br>GENERAL<br>PETROLEUM   | General Petroleum,<br>LLC (f/k/a General<br>Petroleum Corporation) | 76662569        | 7/5/2006         | 3547223         | 12/16/2008        |
| GP        | General Petroleum,<br>LLC (f/k/a General<br>Petroleum Corporation) | 76662573        | 7/5/2006         | 3472766         | 7/22/2008         |
| MAXUM<br> | Maxum Petroleum<br>Operating Company,<br>LLC                       | 77839144        | 10/1/2009        | 3787392         | 5/11/2010         |
| PILOT THOMAS<br>LOGISTICS<br><small>PILOT THOMAS LOGISTICS</small>                         | Maxum Enterprises<br>LLC   | 86662545        | 6/15/2015        | 4892399         | 1/26/2016         |
| PILOT THOMAS<br>PILOT THOMAS   | Maxum Enterprises<br>LLC   | 86662538        | 6/15/2015        | 4889206         | 1/19/2016         |
| GRID   | Maxum Enterprises<br>LLC   | 87697450        | 11/27/2017       | 6768331         | 6/21/2022         |