

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM853652

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chemoil Energy Services LLC		11/15/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn, Floor L2 IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	7095645	CHEMOIL ENERGY	
Registration Number:	6608801	CHEMOIL	
Registration Number:	6608802		
Registration Number:	6351092	CHEMOIL	
Registration Number:	6337641		
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		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Shannon Spainhour		
SIGNATURE:	/Shannon Spainhour/		
DATE SIGNED:	11/15/2023		
Total Attachments: 7			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”) dated as of November 15, 2023, by and between **CHEMOIL ENERGY SERVICES LLC**, a Delaware limited liability company (the “Grantor”), and **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent under the Credit Agreement (as defined below) (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Grantor is a party to that certain Credit Agreement dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, the other Loan Parties from time to time party thereto, the financial institutions from time to time party thereto as lenders (the “Lenders”) and the Administrative Agent;

WHEREAS, in connection with the Credit Agreement, the Grantor is a party to that certain Pledge and Security Agreement dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), which, among other things, provides for a grant of a security interest in substantially all of the personal property and other assets of the Grantor and a pledge of the equity interests owned by the Grantor, subject to customary limitations, as security for the prompt and complete payment and performance of the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, on behalf of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordings thereof and all applications in connection therewith, including those referred to on Schedule I attached hereto;

(b) all licenses of the foregoing to which the Grantor is a party, whether as licensee or licensor;

(c) all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of the foregoing;

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing;

(e) all rights of the Grantor against third parties to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof; and

(f) all rights corresponding to any of the foregoing throughout the world;

provided, however, that “Trademark Collateral” shall not include any Excluded Assets; and *provided, further,* that if and when any property shall cease to be an Excluded Asset, such property shall be deemed at all times from and after such date to constitute Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the prompt and complete payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Loan Parties, or any of them, to the Administrative Agent and the other Secured Parties, whether or not they are unenforceable or not allowable due to the existence of a Bankruptcy Event involving any Loan Party.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the other Secured Parties with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give notice in writing to the Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration in accordance with Section 4.7 of the Security Agreement. Without limiting the Grantor’s obligations under this Section, the Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor in accordance with Section 4.7 of the Security Agreement and to the extent not constituting an Excluded Asset at such time. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate

or detract from the Administrative Agent's or the other Secured Parties' continuing security interest in all Collateral (including the Trademark Collateral), whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be equally as effective as delivery of a manually executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of a signature page of this Trademark Security Agreement by facsimile, emailed pdf. or any other electronic means also shall deliver a manually executed counterpart of this Trademark Security Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **RELEASE.** Upon the consummation of any disposition of Trademark Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement and as requested by the Grantor, the Administrative Agent shall execute and deliver to the Grantor upon receipt of an officer's certificate certifying that such disposition, transaction or event was permitted thereunder, all documents that the Grantor shall reasonably request to evidence such termination of security interest or release, and shall file (or authorize the Grantor or its designee to file) any termination statements under applicable law, including filings with the United States Patent and Trademark Office.

8. **GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.**

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have executed this Trademark Security Agreement as of the date first above written.

GRANTOR:

CHEMOIL ENERGY SERVICES LLC

By: 
Name: Jeff Green
Title: Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT – CHEMOIL]

TRADEMARK
REEL: 008259 FRAME: 0035


ADMINISTRATIVE AGENT:


JPMORGAN CHASE BANK, N.A.

By: Matthew Harmon
Name: Matthew Harmon
Title: Authorized Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Grantor</u>	<u>Trademark Name</u>	<u>Jurisdiction</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Nature of Interest</u>
Chemoil Energy Services LLC	CHEMOIL ENERGY	United States of America	March 8, 2019	July 4, 2023	88332423	7095645	Registered
Chemoil Energy Services LLC	CHEMOIL	United States of America	March 8, 2019	January 4, 2022	88332422	6608801	Registered
Chemoil Energy Services LLC		United States of America	March 8, 2019	January 4, 2022	88332478	6608802	Registered
Chemoil Energy Services LLC	CHEMOIL	United States of America	March 8, 2019	May 18, 2021	88332453	6351092	Registered

Chemoil Energy Services LLC		United States of America	March 8, 2019	May 4, 2021	88332476	6337641	Registered
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RECORDED: 11/15/2023