

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Omega Refining, LLC		05/07/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	9400 S. Cicero Avenue		
Internal Address:	Suite 201		
City:	Oak Lawn		
State/Country:	ILLINOIS		
Postal Code:	60453		
Entity Type:	Ohio banking corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3159760	TRAILBLAZER	
CORRESPONDENCE DATA			
Fax Number:	(312)578-6666		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-263-3600		
Email:	frank.keldermans@hklaw.com		
Correspondent Name:	Frank L. Keldermans		
Address Line 1:	Holland & Knight LLP, 131 S. Dearborn St		
Address Line 2:	30th Floor		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	538541-35 MADREWS		
NAME OF SUBMITTER:	Frank L. Keldermans		
Signature:	/Frank L. Keldermans/		

OP \$40.00 3159760

Date:

05/11/2010

**Total Attachments: 16**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 7, 2010, by and among **CAM2 International LLC**, a Colorado limited liability company ("CAM2"), which has its chief executive office located at 3045 Whitman Drive, Suite 103, Evergreen, Colorado 80369 and **Omega Refining, LLC**, a Delaware limited liability company ("Omega"), which has its chief executive office located at 1331 17th Street, Suite 1060, Denver, Colorado 80202 (collectively the "Grantors"), in favor of **Fifth Third Bank**, an Ohio banking corporation, whose address is 9400 S. Cicero Avenue, Suite 201, Oak Lawn, Illinois 60453, its successors and assigns ("Lender").

### RECITALS

A. The Grantors and their affiliate, Hammond Lubricant Works LLC, a Delaware limited liability company (collectively with Grantors, the "Borrower"), and their parent company, Omega Holdings Company LLC, a Delaware limited liability company, have executed and delivered that certain Loan Facility and Amended and Restated Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to make loans to and for the account of Borrower. All capitalized terms not herein defined shall have the meanings ascribed to them in the Loan Agreement.

B. The Grantors own certain trademarks applied for and registered with the United States Patent and Trademark Office ("US PTO") or counterpart agencies in foreign jurisdictions, which are more particularly identified in Schedule A hereto and further defined below in Section 1(a) (the "Marks").

C. To induce Lender to enter into the Loan Agreement and as a condition precedent of Lender extending the Loans to Borrower, the Grantors have agreed to grant a security interest to Lender in the Marks in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan Agreement, the receipt and sufficiency which is hereby acknowledged, Grantors hereby agree, with Lender as follows:

1. Grant of Interest. The Grantors hereby grant to Lender a continuing first-priority security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

(a). the Marks, which include each trademark, service mark, trademark registration, service mark registration, trademark application and service mark application, including, without limitation, each trademark, service mark, trademark application and service mark application referred to in Schedule A annexed hereto, together with any renewals, reissues, continuations or extensions thereof and all goodwill associated therewith; and

(b). all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages, and claims by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule A annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule A and any trademark licensed under any trademark license listed on Schedule A annexed hereto (items (a) through (b) being herein collectively referred to as the "Trademark Collateral"). Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Grantor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

2. Representations and Warranties. Grantors represent and warrant to the Lender as follows:

(a). Grantors have the limited liability company power and authority to execute, deliver and perform this Agreement; and have taken all necessary action to execute, deliver and perform this Agreement.

(b). This Agreement has been duly executed and delivered by Grantors and when executed and delivered constitutes the legally valid and binding obligation of Grantors, enforceable against Grantors in accordance with the terms and conditions herein.

(c). Grantors own the Trademark Collateral and have full right to grant the security interest hereby granted.

(d). No security agreement, effective financing statement or other instrument similar in effect covering all or any part of the Trademark Collateral, that has not been terminated or released, is on file in any recording office in any jurisdiction in which Grantors own any Trademark Collateral (including the US PTO), except such as may have been filed in favor of Lender relating to this Agreement, and Grantors have not consented to the filing of financing or continuation statements covering all or part of the Trademark Collateral under the Uniform Commercial Code or any other applicable procedure, regulation or law of any foreign jurisdiction in which the Marks are used, or the filing of any other document or notice similar in effect (which has not been released or terminated) with the US PTO or any of its counterpart agencies in foreign jurisdictions in which Grantor owns any Trademark Collateral.

(e). None of the Trademark Collateral has been adjudged invalid, unregistrable or unenforceable, in whole or in part. To the best of the Grantors' knowledge, the Trademark Collateral, are valid, registrable and enforceable. Grantors do not have any knowledge of any prior uses of any item of the Trademark Collateral which would reasonably be expected to lead to such item becoming invalid or unenforceable, including known prior unauthorized uses by third parties and uses which were not supported by the

goodwill of the business connected with such item. To Grantors' knowledge, reasonable and proper statutory notice has been used in all material respects in connection with the use of each Mark.

(f). No consent of any third-party, and no authorization, approval or other action by, and no notice to or filing with, any governmental agency or other third-party, is required: (i) for Grantors' grant of the security interest granted or purported to be granted hereby or for the execution, delivery or performance of this Agreement by Grantors with respect to the Marks registered, applied for or used in the United States; (ii) for the perfection or maintenance of the security interest created hereby (including the first priority nature of such security interest) with respect to the Marks registered, applied for or used in the United States, except for the filing of financing and continuation statements under the Uniform Commercial Code and the filing with the US PTO of any other document or notice of similar effect, which financing statements, filings and other documents have been duly filed, will be filed by Lender, or which Lender and Grantors have agreed need not be filed; or (iii) for the exercise by Lender of its rights provided for in this Agreement or the remedies in respect of the Trademark Collateral pursuant to this Agreement with respect to the Marks registered, applied for or used in the United States, except that filings with the US PTO may be necessary in order to record the transfer of such Trademark Collateral upon foreclosure.

(g). Grantors have no knowledge of the existence of any trademark, service mark or license agreement held or claimed by any third-party that (or any pending or threatened third-party claim which, if adversely decided) would preclude Grantors from distributing, marketing, selling or providing any product or service currently distributed, marketed, sold or provided by the Grantors, as the case may be, under or in connection with any of the Trademark Collateral, or that would interfere with the ability of Grantors to carry on their business as currently carried on under any of the Trademark Collateral.

(h). The Marks set forth in Schedule A are all of the trademarks, service marks, trademark registrations, service mark registrations, trademark applications and service mark applications owned by Grantors.

3. Future Marks. Grantors agree that, should they obtain an ownership or any other interest in any trademark, service mark, trademark application or service mark application which is not a part of the Trademark Collateral as of the date of this Agreement, (i) the provisions of Section 1 hereto shall automatically apply thereto, (ii) any such trademark, service mark, trademark application and service mark application, together with the goodwill of the business connected with the use of same and symbolized by same, shall automatically become Trademark Collateral, and (iii) Grantors shall give prompt written notice thereof to Lender in accordance with the Loan Agreement. Grantors hereby authorize Lender to modify this Agreement by amending Schedule A hereto to include any future trademarks, service marks, trademark applications and service mark applications to take appropriate steps to record or file such changed Schedule A with the appropriate public offices.

4. Maintenance of Trademark Collateral. With respect to each Trademark Collateral, Grantors agree, subject to the last sentence of this subsection, to take all necessary steps, including making all necessary payments and filings in connection with registration, maintenance and renewal of such Trademark Collateral, in the US PTO and any other appropriate governmental agency, to (i) maintain the Marks, and (ii) pursue each such application for trademark or service mark registration, now or hereafter included in the Trademark Collateral, including but not limited to the filing of responses to office actions issued by the US PTO, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, and the participation in opposition, cancellation and infringement and misappropriation proceedings in the United States and any foreign jurisdictions in which Grantors own trademarks or service marks. Any expenses incurred in connection with such activities, as between Grantors and Lender, shall be borne solely by Grantors. Grantors shall not discontinue use of or otherwise abandon any trademark, service mark, trademark application and service mark application without the prior written consent of Lender, provided that Grantors may discontinue any foreign mark that Grantor reasonably believes in good faith is of nominal value and no longer necessary for its business.

5. Sale or Assignment of Trademark Collateral. Except as expressly permitted by this Agreement or as expressly permitted by the Loan Agreement, Grantors will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except as may otherwise be disclosed in Schedule A; or (iii) take any other action in connection with any of the items of Trademark Collateral that would reasonably be expected to impair the value of the interests or rights of Grantors or Lender in, to or under such Trademark Collateral. Grantors will use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each registered Mark in its business, except where the failure to do so would not reasonably be expected to impair the value of the interests or rights of Grantors or Lender in, to or under such Mark. Notwithstanding anything to the contrary in the foregoing, Grantors may grant (a) non-exclusive licenses of Trademark Collateral attendant to products and services provided by Grantors in the ordinary course of business consistent with past custom and practice without the prior approval of Lender and (b) exclusive licenses of Trademark Collateral with respect to the Marks to be used only outside of North America attendant to products and services provided by Grantors in the ordinary course of business consistent with past custom and practice with, in each instance, the prior approval of Lender, which approval shall not be unreasonably withheld.

6. Power of Attorney. Each Grantor hereby authorizes Lender as its true and lawful attorney in fact: (a) to execute and/or authenticate on its behalf, after such Grantor's failure to so act after Lender's reasonable written request therefor, and/or file financing statements reflecting its security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or otherwise further the security interest granted herein, (b) to record the security interest in any and all Trademark Collateral in favor of Lender with the US PTO (and each other applicable governmental authority), and (c) upon the occurrence and during the continuance of an Event of Default, subject to applicable cure periods set forth in the Loan Agreement: (i) to file any claims or take any action or institute any proceedings that Lender may deem necessary or

desirable for the collection of any of the Trademark Collateral, (ii) to assign of record in the US PTO (and each other applicable governmental authority) any and all of the Trademark Collateral in Lender's name (or the name of any nominee), or (iii) otherwise to enforce the rights of Lender with respect to any of the Trademark Collateral.

7. Incorporation of Loan Agreement. This security interest is granted in connection with the Loan Agreement and is subject to the terms, conditions and limitations set forth therein which are incorporated by reference herein as if fully set forth herein. The Grantors hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral is more fully set forth in the Loan Agreement

8. Events of Default. An Event of Default shall mean any default under this Agreement or any Event of Default under the Loan Agreement or any of the other Loan Documents.

9. Remedies.

(a). If any Event of Default shall have occurred and remains continuing under any of the Loan Documents following the expiration of any applicable grace or cure periods provided by the applicable Loan Documents, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code of the State of Illinois. Without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice or demand, except as may be required by Loan Agreement, and without advertisement, sell at public or at a commercially reasonable private sale or otherwise realize upon, the whole or from time to time any part of the Trademark Collateral, or any interest which the Grantors may have therein, and after deducting from the proceeds of sale or other disposition of the Trademark Collateral all expenses (including all reasonable expenses for brokers' fees and attorney's and paralegal's fees), shall apply the residue of such proceeds toward the payment of Borrower's Obligations. Any remainder of the proceeds after payment in full of the Borrower's Obligations shall be paid over to the Trademark Collateral owner of record as provided in Schedule A. At least ten (10) days notice of any sale or other disposition of the Trademark Collateral shall be given to Grantors pursuant to the Uniform Commercial Code of Illinois, before any public or private sale or other disposition of the Trademark Collateral is to be made, which Grantors hereby agree shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademark Collateral, free from any right of redemption on the part of Grantors, which right is hereby waived and released.

(b). Any and all out-of-pocket fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto, and the consummation of this transaction, the filing or recording of any

documents (including all taxes in connection therewith) in any public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or for otherwise protecting, maintaining, preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Borrower on demand by Lender and until so paid shall be added to the principal amount of Borrower's Obligations and shall bear interest at the Default Rate stipulated in the Loan Agreement.

(c). During the continuance of an Event of Default and after the expiration of all applicable grace or cure periods, Lender shall have the right, but shall in no way be obligated to, bring suit in its own name to enforce the Trademark Collateral and any license thereunder, in which event Grantors shall at the request of Lender do any and all lawful acts and execute any and all documents required by Lender in aid of such enforcement and Grantors shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 9(c).

#### 10. Further Assurances.

(a). Grantors shall from time to time, at their sole expense, promptly authorize, execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Lender may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, Grantors will authorize, execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as Lender, in its sole discretion, deems necessary or desirable in order to perfect and preserve the security interest granted or purported to be granted hereby.

(b). Grantors hereby authorize Lender to file one or more financing or continuation statements, and amendments thereto (including by recording this Agreement with the US PTO and, upon the occurrence of an Event of Default, and subject to Section 12.7 of the Loan Agreement, in any counterpart agencies in any and all foreign jurisdictions in which the Trademark Collateral is used) relating to all or any part of the Trademark Collateral without the signature of the Grantors where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c). Grantors will furnish to Lender from time to time statements and schedules further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as Lender may reasonably request, all in reasonable detail.



(d). Grantors agree to notify Lender promptly in writing if they learn (i) that any item of the Trademark Collateral registered, applied for or used in the United States has been finally determined to have been abandoned or dedicated, or (ii) of any adverse determination or the institution of any proceeding (including the institution of any proceeding in the US PTO) regarding any item of the Trademark Collateral registered, applied for or used in the United States.

(e). Except as set forth in subsection (d) above, Grantors agree to notify Lender promptly in writing if they learn (i) that any item of the Trademark Collateral has been finally determined to have been abandoned or dedicated, or (ii) of any adverse determination or the institution of any proceeding (including the institution of any Governmental Agency in foreign jurisdictions) regarding any item of the Trademark Collateral to the extent the items in (i) or (ii) could reasonably be expected to have a Material Adverse Effect (as that term is defined in the Loan Agreement).

(f). In the event Grantors become aware that any item of the Trademark Collateral is infringed or misappropriated by a third party, or becomes aware of any other information which would reasonably be expected to materially adversely affect the value of the Trademark Collateral, Grantors shall promptly notify Lender and shall take such actions as Grantors or Lender reasonably deem appropriate under the circumstances to protect such Trademark Collateral, including suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense incurred in connection with such activities, as between Grantors and Lender, shall be borne solely by Grantors.

(g). Grantors shall continue to take all commercially reasonable steps to protect the Trademark Collateral.

11. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of this executed Agreement maintained by the Lender are deemed to be an original.

12. General Provisions.

(a). All rights of Lender shall inure to the benefit of its successors, assigns and affiliates and all obligations of Grantors shall bind the successors and assigns of Grantors.

(b). This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement.

(c). All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Illinois (without regard to Illinois conflicts of law principles) except to the extent of the application of other laws of mandatory application.

(d). If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

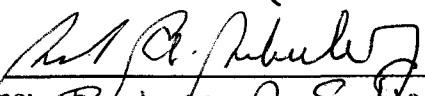
(e). LENDER AND GRANTORS HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(f). The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Lender does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Lender's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Lender's judgment, providing Lender with the greater rights, remedies, powers, privileges, or benefits will control.


*[Signature Page Follows]*

The Grantors have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**CAM2 INTERNATIONAL LLC,**  
a Colorado limited liability company

By:   
Name: Richard A. Silverberg  
Title: general mgr.

**OMEGA REFINING, LLC,**  
a Delaware limited liability company

By:   
Name: Richard A. Silverberg  
Title: CFO

Acknowledged:

**FIFTH THIRD BANK,**  
an Ohio banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature Page to Trademark  
Security Agreement  
(Senior Loan)

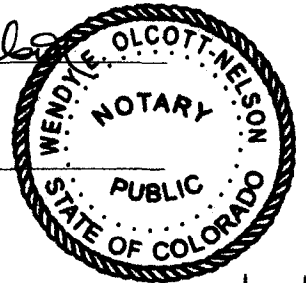
**TRADEMARK**  
**REEL: 004207 FRAME: 0518**

STATE OF Colorado )  
 ) ss  
COUNTY OF Denver )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, on this 5<sup>th</sup> day of May, 2010, appeared Richard A. Silverberg, known to me personally, and who, being first duly sworn, deposes and says that he is the above-indicated officer of **CAM2 International LLC**, and that the foregoing instrument was signed on behalf of said company by authority of its manager or similar governing of said entity.

Wendy E. OLCOTT-NELSON  
Notary Public

My commission expires: \_\_\_\_\_



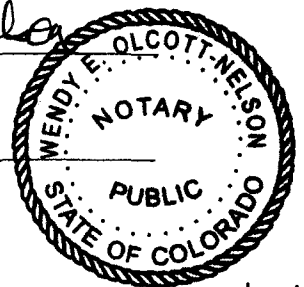
My Commission Expires 2/24/2012

STATE OF Colorado )  
 ) ss  
COUNTY OF Denver )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, on this 5<sup>th</sup> day of May, 2010, appeared Richard A. Silverberg, known to me personally, and who, being first duly sworn, deposes and says that he is the above-indicated officer of **Omega Refining, LLC**, and that the foregoing instrument was signed on behalf of said company by authority of its manager or similar governing of said entity.

Wendy E. OLCOTT-NELSON  
Notary Public

My commission expires: \_\_\_\_\_



My Commission Expires 2/24/2012

The Grantors have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**CAM2 INTERNATIONAL LLC,**  
a Colorado limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**OMEGA REFINING, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

**FIFTH THIRD BANK,**  
an Ohio banking corporation

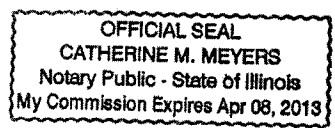
By: Timothy M. Lennon  
Name: TIMOTHY M. LENNON  
Title: VICE PRESIDENT

Signature Page to Trademark  
Security Agreement  
(Senior Loan)

**TRADEMARK**  
**REEL: 004207 FRAME: 0520**

STATE OF Illinois )  
COUNTY OF Cook ) ss

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, on this 7<sup>th</sup> day of May, 2010, appeared Timothy Lennon, known to me personally, and who, being first duly sworn, deposes and says that he is a duly authorized representative of **Fifth Third Bank**, and which executed the above instrument; and that he signed his name thereto on behalf of the bank by authority of its Board of Directors or similar governing of said entity.



Catherine M Meyers  
Notary Public

My commission expires: Apr. 8, 2013

**SCHEDULE A**  
to  
TRADEMARK SECURITY AGREEMENT

**Trademarks, Trademark Applications and Trademark Licenses**

<b>Trademark</b>	<b>Serial Number</b>	<b>Trademark Registration Number</b>	<b>Jurisdiction</b>	<b>Owner of Record</b>
MP MEGA POWER REACH FOR THE POWER CAR CARE PRODUCTS and Design	75341292	2225305	U.S.	CAM2 International LLC
MC+	75373047	2227722	U.S.	CAM2 International LLC
MEGA POWER	75340431	2227532	U.S.	CAM2 International LLC
MEGA POWER MP and Design	79705282	TMA497776	Canada	CAM2 International LLC
MEGA POWER	77905278	TMA424605	Canada	CAM2 International LLC
MEGA POWER	2010-6670	Pending	Dominican Republic	CAM2 International LLC
MEGA POWER	1870322	Pending	India	CAM2 International LLC
MEGA POWER		1011417	Madrid Protocol (China & Europe)	CAM2 International LLC
MEGA POWER	86,026,873	828021	Taiwan	CAM2 International LLC
MEGA POWER	86,026,875	841408	Taiwan	CAM2 International LLC
MEGA POWER & DESIGN	86,026,874	828058	Taiwan	CAM2 International LLC
MEGA POWER & DESIGN	86,026,872	841407	Taiwan	CAM2 International LLC

<b>Trademark</b>	<b>Serial Number</b>	<b>Trademark Registration Number</b>	<b>Jurisdiction</b>	<b>Owner of Record</b>
SYNAVEX	77734998	Pending	U.S.	CAM2 International LLC
SYNAVEX		1021653	Madrid Protocol (China, Japan & Russia)	CAM2 International LLC
CAM2 SUPERPRO	77905282	Pending	U.S.	CAM2 OIL PRODUCTS CO. (*)
CAM2 SUPERPRO MAX	77905278	Pending	U.S.	CAM2 OIL PRODUCTS CO. (*)
CAM2	74072928	1680891	U.S.	CAM2 OIL PRODUCTS CO. (*)
CAM2	73407696	1271460	U.S.	CAM2 OIL PRODUCTS CO. (*)
CAM2		97988	Austria	CAM2 OIL PRODUCTS CO. (*)
CAM2		370804	Benelux	CAM2 OIL PRODUCTS CO. (*)
CAM2		1659/82DEN	Denmark	CAM2 OIL PRODUCTS CO. (*)
CAM2	2010-6669	Pending	Dominican Republic	CAM2 OIL PRODUCTS CO. (*)
CAM2		87327-FIN	Finland	CAM2 OIL PRODUCTS CO. (*)
CAM2		1669472	France	CAM2 OIL PRODUCTS CO. (*)
CAM2	8/1/2010	Pending	Gambia	CAM2 OIL PRODUCTS CO. (*)
CAM2		1026530	Germany	CAM2 OIL PRODUCTS CO. (*)



Trademark	Serial Number	Trademark Registration Number	Jurisdiction	Owner of Record
CAM2		72576	Greece	CAM2 OIL PRODUCTS CO. (*)
CAM2		123057	Hungary	CAM2 OIL PRODUCTS CO. (*)
CAM2		102242	Ireland	CAM2 OIL PRODUCTS CO. (*)
CAM2		395978	Italy	CAM2 OIL PRODUCTS CO. (*)
CAM2		127176	Lebanon	CAM2 OIL PRODUCTS CO. (*)
CAM2		1031355	Madrid Protocol (Albania, Bosnia and Herzegovina, Botswana, Bulgaria, Croatia, Ghana, Lesotho, Liberia, Montenegro, Mozambique, Namibia, Republic of Moldova, Romania, Serbia, Sierra Leone, Swaziland, former Yugoslav Republic of Macedonia & Turkey)	CAM2 OIL PRODUCTS CO. (*)
CAM2		1016488	Madrid Protocol (China, Japan & Russia)	CAM2 OIL PRODUCTS CO. (*)
CAM2		450471	Mexico	CAM2 OIL PRODUCTS CO. (*)
CAM2	F/TM/2010 /2084	Pending	Nigeria	CAM2 OIL PRODUCTS CO. (*)
CAM2		116115-NOR	Norway	CAM2 OIL PRODUCTS CO. (*)

<b>Trademark</b>	<b>Serial Number</b>	<b>Trademark Registration Number</b>	<b>Jurisdiction</b>	<b>Owner of Record</b>
CAM2	AE/NHLF/ 2704/03/ 2010	Pending	OAPI (Benin, Burkina, Faso, Cameroon, Central African Republic, Chad, Congo Republic, Equatorial Guinea, Gabon, Guinea, Guinea- Bissau, Ivory Coast, Mali, Mauritaniak, Niger, Senegal & Togo)	CAM2 OIL PRODUCTS CO. (* )
CAM2		213718	Portugal	CAM2 OIL PRODUCTS CO. (* )
CAM2		65869	Puerto Rico	CAM2 OIL PRODUCTS CO. (* )
CAM2	2010/02121	Pending	South Africa	CAM2 OIL PRODUCTS CO. (* )
CAM2		978580	Spain	CAM2 OIL PRODUCTS CO. (* )
CAM2		183364	Sweden	CAM2 OIL PRODUCTS CO. (* )
CAM2		313756	Switzerland	CAM2 OIL PRODUCTS CO. (* )
CAM2		194738	Taiwan	CAM2 OIL PRODUCTS CO. (* )
MAGNUM & DESIGN	73481438	1354819	U.S.	CAM2 OIL PRODUCTS CO. (* )
MAGNUM & DESIGN	882512	620036	Canada	CAM2 OIL PRODUCTS CO. (* )
TRAILBLAZER	78277839	3159760	U.S.	Omega Refining, LLC

(\* ) Assignment to CAM2 International LLC is pending.

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RECORDED: 05/11/2010

TRADEMARK  
REEL: 004207 FRAME: 0525