

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement																
CONVEYING PARTY DATA																	
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>WMI Holdings, Inc.</td> <td></td> <td>08/13/2010</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Western Marketing Services, LLC</td> <td></td> <td>08/13/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Western Marketing, Inc.</td> <td></td> <td>08/13/2010</td> <td>CORPORATION: TEXAS</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	WMI Holdings, Inc.		08/13/2010	CORPORATION: DELAWARE	Western Marketing Services, LLC		08/13/2010	LIMITED LIABILITY COMPANY: DELAWARE	Western Marketing, Inc.		08/13/2010	CORPORATION: TEXAS
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CORRESPONDENCE DATA																	
<p>Fax Number: (214)758-1550 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 214-758-1509 Email: vwalker@pattonboggs.com Correspondent Name: Vicky Walker, Patton Boggs LLP Address Line 1: 2000 McKinney Avenue, Suite 1700 Address Line 4: Dallas, TEXAS 75201</p>																	
ATTORNEY DOCKET NUMBER:	009125.0160																
NAME OF SUBMITTER:	Vicky Walker, Senior Paralegal																
Signature:	/s/ Vicky Walker																

OP \$40.00 75463352

Date:

08/16/2010

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of August 13, 2010, is made by the Persons listed on the signature page hereof (individually, each a "Grantor" and collectively, jointly and severally, the "Grantors") in favor of PNC Bank, National Association, as Lender (the "Lender").

WHEREAS, WMI HOLDINGS, INC., a Delaware corporation ("Holdings"), WESTERN MARKETING SERVICES, LLC, a Delaware limited liability company ("WMS"), and WESTERN MARKETING, INC., a Texas corporation ("Western Marketing"; and together with Holdings and WMS, individually, each a "Borrower" and collectively, jointly and severally, the "Borrowers"), have entered into a Revolving Credit, Term Loan and Security Agreement, dated as of August 13, 2010 (as amended, restated, extended, joined, supplemented, or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement), with the Lender, in its capacity as Agent;

WHEREAS, under the terms of the Credit Agreement, each Grantor has granted to the Lender a security interest in, among other property, all Intellectual Property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. **Definitions**. The following terms have the meanings set forth below:

(a) "Copyrights" means all of the following now owned or hereafter adopted or acquired by each Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and General Intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations, and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present, and future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present, and future infringements thereof.

(b) “Copyright License” means any and all rights now owned or hereafter acquired by each Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration, in each case to the extent assignable by Grantor.

(c) “Patents” shall mean one or all of the following now or hereafter owned by each Grantor or in which such Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing, and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(d) “Patent License” shall mean all of the following now owned or hereafter acquired by each Grantor or in which such Grantor now has or hereafter acquires any rights: to the extent assignable by a Grantor, any written agreement granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case to the extent assignable by Grantor.

(e) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by each Grantor or in which such Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(f) “Trademark License” shall mean all of the following now owned or hereafter acquired by each Grantor or in which such Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by Grantor.

SECTION 2. **Grant of Security**. Each Grantor hereby grants to the Lender a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. **Security for Obligations.** The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks, and any other applicable Governmental Body record this IP Security Agreement.

SECTION 5. **Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

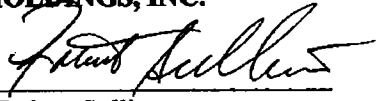
SECTION 7. **Governing Law.** This IP Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas applied to contracts to be performed wholly within the State of Texas without regard to principles of conflicts of laws thereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW.]


IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:


WMI HOLDINGS, INC.

By: 
Name: Robert Sullivan
Title: Co-Chairman

WESTERN MARKETING SERVICES, LLC

By: 
Name: Robert Sullivan
Title: Co-Chairman

WESTERN MARKETING, INC.

By: 
Name: Robert Sullivan
Title: Co-Chairman

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

ACKNOWLEDGMENT

STATE OF Texas :
 : SS
COUNTY OF Dallas :

Before me, the undersigned, a Notary Public, on this 13 day of August, 2010, personally appeared Robert Sullivan, to me known personally, who, being by me duly sworn, did say that he/she is the Co-Chairman of each of WMI Holdings, Inc., Western Marketing Services, LLC and Western Marketing, Inc., a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of Grantor, by authority of its board of directors or analogous body, and the said Robert Sullivan acknowledged said instrument to be his/her free act and deed.



(SEAL)

Notary Public
My Commission Expires: February 8, 2013
Suzette Seeton

[NOTARY ACKNOWLEDGMENT TO IP SECURITY AGREEMENT]

SCHEDULE A

PATENTS AND PATENT LICENSES

None.

SCHEDULE B

TRADEMARKS AND TRADEMARK LICENSES

TRADEMARK	NUMBER	DATE	JURISDICTION OF REGISTRATION
Preferred Choice	Reg: 2,251,354 Serial: 75/463352	06/08/1999	United States

TRADEMARK LICENSES:

1. Branded Lubricants Product Purchase Agreement, dated April 1, 2008, by and between Western Marketing, Inc. and ConocoPhillips Company.
2. Chevron Lubrication Marketer Agreement, dated August 31, 2007, by and between Western Marketing, Inc., a Texas corporation, and Chevron Products Company, a division of Chevron U.S.A., Inc., as amended by that certain Addendum to Chevron Lubrication Marketer Agreement, effective as of June 10, 2008.
3. Bulk Lubricant Handling, Packaging and Trademark Agreement, dated December 10, 2007, by and between Western Marketing, Inc. and Association of Independent Oil Distributors.
4. Distributor Agreement, dated March 5, 2010, by and between Pennzoil Quaker State Company d/b/a SOPUS Products and Western Marketing, Inc.
5. CITGO Lubricant Marketer Agreement, dated February 1, 1999, by and between Western Marketing, Inc. and CITGO Petroleum Corporation, as amended by that certain Lubricant Marketer Agreement: CITGO Product Line: Exhibit A-1, effective as of January 1, 2008, as amended by that certain Lubricant Marketer Agreement: CITGO Product Line: Exhibit A-2, effective as of January 1, 2008.
6. CITGO Lubricant Packaging and Trademark Agreement, dated November 16, 1992, by and between Western Marketing, Inc. and CITGO Petroleum Corporation.
7. Distributor Agreement, dated April 1, 2010, by and between BP Lubricants USA Inc. d/b/a Castrol and Western Marketing Inc.

SCHEDULE C

COPYRIGHTS AND COPYRIGHT LICENSES

None.