

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAM2 International LLC		09/03/2010	LIMITED LIABILITY COMPANY: COLORADO
Omega Refining, LLC		09/03/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	38 Fountain Square Plaza
Internal Address:	MD 109047
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77905282	CAM2 SUPERPRO
Serial Number:	77905278	CAM2 SUPERPRO MAX
Registration Number:	1271460	CAM2
Registration Number:	1354819	MAGNUM
Registration Number:	1680891	CAM2

CORRESPONDENCE DATA

Fax Number: (202)533-9099
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-467-8856
 Email: behogue@vorys.com, iplaw@vorys.com, rsdonnell@vorys.com
 Correspondent Name: Vorys, Sater, Seymour and Pease LLP
 Address Line 1: 1909 K Street, NW -- 9th Floor

900174663

**TRADEMARK
 REEL: 004302 FRAME: 0001**

CH \$140.00 77905282

Address Line 2: Attn: Richard S. Donnell, Esq.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	5252-647/0769/CAM2OMEGA
NAME OF SUBMITTER:	Richard S. Donnell
Signature:	/richard s donnell/
Date:	10/21/2010

Total Attachments: 6
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**FIRST AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of September 3, 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 38 Fountain Square Plaza, MD 109047, Cincinnati, Ohio 45263, on behalf of itself and each of its affiliates (together with its successors and assigns, collectively, "Lender").

Preliminary Statements

A. The Grantors and their affiliate, Hammond Lubricant Works LLC, a Delaware limited liability company (collectively with the Grantors, the "Borrower"), and their parent company, Omega Holdings Company LLC, a Delaware limited liability company, have executed and delivered that certain Senior Subordinated Loan Facility and Loan and Security Agreement dated as of May 7, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lender has made a loan 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. In connection with the Loan Agreement, the Grantors have executed and delivered to Lender the Trademark Security Agreement dated as of May 7, 2010 and recorded with the United States Patent and Trademark Office at Reel/Frame Number 004229/0655 (the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement. Ownership of certain of the Marks set forth on Schedule A attached to the Trademark Security Agreement have been transferred from CAM2 Oil Products Co., a Colorado corporation, to CAM2 after the execution and delivery of the Trademark Security Agreement.

C. It is a requirement of the Loan Agreement and the other Loan Documents that this Amendment be executed and delivered by the Grantors to Lender.

Statement of 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, the Grantors and Lender hereby agree as follows:

1. **Amendments to Trademark Security Agreement.** Schedule A to the Trademark Security Agreement is hereby amended to reflect that, with respect to each mark, registration, and application set forth on Supplement No. 1 to Schedule A attached to this

Amendment and made a part hereof, CAM2 has become and is the "Owner of Record" of each such mark, registration, and application. Accordingly, the Grantors hereby acknowledge and agree that each mark, registration, and application listed on the Supplement No. 1 to Schedule A attached to this Amendment and made a part hereof constitutes, and shall be deemed to be, part of the "Trademark Collateral" and the "Marks" (as each is defined in the Trademark Security Agreement) for all purposes of the Trademark Security Agreement and the other Loan Documents.

2. **Default.** Any default by the Grantors in the performance of their obligations under this Amendment shall constitute an Event of Default under the Trademark Security Agreement if not cured after any applicable notice and cure period under the Trademark Security Agreement.

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, the Grantors hereby ratify and reaffirm all grants of all Liens to Lender on the Trademark Collateral (including, without limitation, on each mark, registration, and application listed on the Supplement No. 1 to Schedule A attached to this Amendment and made a part hereof) as security for the Obligations, and the Grantors acknowledge and confirm that the grants of the Liens to Lender on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Obligations, and (c) represent valid, first and best Liens on all of the Trademark Collateral except to the extent of any Permitted Liens.

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

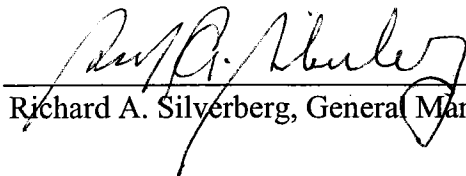
6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to Ohio conflicts of law principles).

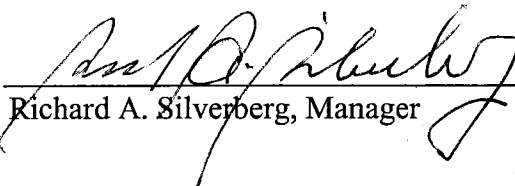
[Signature Pages Follows]

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

CAM2 INTERNATIONAL LLC,
a Colorado limited liability company

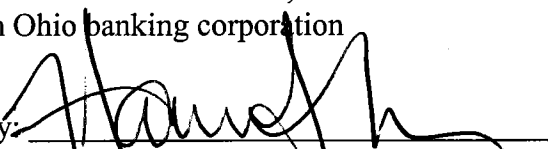
By: 
Richard A. Silverberg, General Manager

OMEGA REFINING, LLC,
a Delaware limited liability company

By: 
Richard A. Silverberg, Manager

Acknowledged:

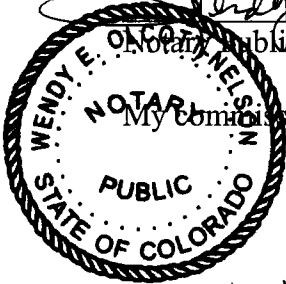
FIFTH THIRD BANK,
an Ohio banking corporation

By: 
Harrison Mullin, Vice President

STATE OF Colorado)
) ss
COUNTY OF Denver)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, on this 3rd day of September, 2010, appeared Richard A. Silverberg, known to me personally, and who, being first duly sworn, deposes and says that he is the above-indicated General Manager of **CAM2 International LLC**, and that the foregoing instrument was signed on behalf of said company by authority of its sole member.

Wendy E. Abbott Nelson
Notary Public
My Commission Expires: 2/24/2012

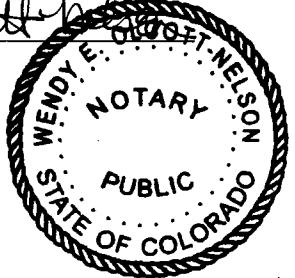


STATE OF Colorado)
) ss
COUNTY OF Denver)

My Commission Expires 2/24/2012

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, on this 3rd day of September, 2010, appeared Richard A. Silverberg, known to me personally, and who, being first duly sworn, deposes and says that he is the above-indicated Manager of **Omega Refining, LLC**, and that the foregoing instrument was signed on behalf of said company by authority of its sole member.

Wendy E. Abbott Nelson
Notary Public



My commission expires: 2/24/2012

My Commission Expires 2/24/2012

ACKNOWLEDGMENT PAGE TO
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Loan)

TRADEMARK
REEL: 004302 FRAME: 0006

STATE OF OHIO)
) ss
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, on this 14th day of September, 2010, appeared Harrison Mullin, 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.



Notary Public

My commission expires: _____



MELVIN A. BEDREE
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C.

ACKNOWLEDGMENT PAGE TO
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Loan)

TRADEMARK
REEL: 004302 FRAME: 0007

SUPPLEMENT TO SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark	Serial Number	Trademark Registration Number	Jurisdiction	Owner of Record
CAM2 SUPERPRO	77905282	Pending	U.S.	CAM2 International LLC
CAM2 SUPERPRO MAX	77905278	Pending	U.S.	CAM2 International LLC
CAM2	74072928	1680891	U.S.	CAM2 International LLC
CAM2	73407696	1271460	U.S.	CAM2 International LLC
MAGNUM & DESIGN	73481438	1354819	U.S.	CAM2 International LLC