# 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
Martin Resource Management Corporation		01/04/2011	CORPORATION: TEXAS
Martin Product Sales LLC		01/04/2011	LIMITED LIABILITY COMPANY: TEXAS
Martin Resource LLC		01/04/2011	LIMITED LIABILITY COMPANY: DELAWARE
Martin Underground Storage, Inc.		01/04/2011	CORPORATION: TEXAS
Cross Oil Refining & Marketing, Inc.		01/04/2011	CORPORATION: DELAWARE
Berry Petroleum Company		01/04/2011	CORPORATION: TEXAS
Brimrock US LLC		01/04/2011	LIMITED LIABILITY COMPANY: TEXAS
Altec Environmental Consulting LLC		01/04/2011	LIMITED LIABILITY COMPANY: TEXAS
Martin Transport, Inc.		01/04/2011	CORPORATION: TEXAS
Midstream Fuel Service LLC		01/04/2011	LIMITED LIABILITY COMPANY: ALABAMA

#### RECEIVING PARTY DATA

Name:	Regions Bank, as Agent
Street Address:	191 Peachtree Street NE
Internal Address:	Suite 3800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
Entity Type:	an Alabama banking corporation: ALABAMA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2181118	EVERGRIP
Registration Number:	2277709	EVERGRIP 990
	TI .	TRADEMARK

REEL: 004448 FRAME: 0362

Registration Number:	2061537	EVERLOCK
Registration Number:	3840574	EVERYTHING ASPHALT
Registration Number:	3662397	MARTIN
Registration Number:	3689428	MARTIN
Registration Number:	3510936	MARTIN
Serial Number:	85006833	CROSS
Serial Number:	85006835	CROSS
Registration Number:	3739202	GARD
Serial Number:	77739543	GARDFLEET
Serial Number:	77732724	GARDSYN
Registration Number:	3721744	GLASS GARD
Registration Number:	3822955	HYDRAGARD
Registration Number:	3721742	ICE GARD
Registration Number:	2724890	PURE-FLO
Serial Number:	85022020	XTREME
Registration Number:	3877085	XTREME
Registration Number:	3736329	XTREME
Serial Number:	85065037	XTREME PURE-FLO TRACTOR HYDRAULIC & TRANSMISSION FLUID

#### **CORRESPONDENCE DATA**

Fax Number: (404)522-8409

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-420-5527
Email: rbirdwell@phrd.com

Correspondent Name: Rhonda J. Birdwell, Paralegal -- PHRD

Address Line 1: 285 Peachtree Center Avenue

Address Line 2: Suite 1500

Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	3717-160
NAME OF SUBMITTER:	Bobbi Accord
Signature:	/ba/
Date:	01/06/2011

Total Attachments: 13

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### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made on January 4, 2011, by and among each party identified as a company on the signature page of this Agreement (collectively referred to herein as "Companies" and individually as a "Company") and **REGIONS BANK**, an Alabama banking corporation, in its capacity as administrative and collateral agent (together with its successors and assigns in such capacity, "Agent") for Lenders (as defined below).

#### Recitals:

Martin Resource Management Corporation, a Texas corporation ("MRMC"), certain subsidiaries and affiliates of MRMC in their capacities as borrowers (collectively with MRMC, "Borrowers"), Agent, certain other financial institutions in their capacities as lenders (collectively, "Lenders"), and certain other financial institutions have entered into, or intend to enter into, that certain Credit and Security Agreement dated on or about the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), pursuant to which Agent and Lenders may from time to time make loans or extend other financial accommodations to or for the benefit of Borrowers. To secure the payment and performance of all of the Obligations under (and as such term is defined in) the Credit Agreement, each Borrower has granted to Agent, for the benefit of Lenders and the other Secured Parties (as defined in the Credit Agreement), a security interest in and lien upon certain of such entity's real and personal property.

A condition to Agent's and Lenders' willingness to make loans or extend other financial accommodations under the Credit Agreement is the execution and delivery of this Agreement by each Company. To induce Agent and Lenders to make loans and otherwise extend credit pursuant to the Credit Agreement, each Company has agreed to enter into this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Company hereby agrees with Agent, for the benefit of itself, Lenders and the other Secured Parties, as follows:

- 1. Capitalized terms used herein (including, without limitation, those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Credit Agreement. As used herein, (i) the term "UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of Georgia, and (ii) the term "Secured Obligations" means (A) with respect to each Company that is a Borrower, all of the Obligations under (and as defined in) the Credit Agreement, and (B) with respect to each Company, all indebtedness and obligations of each Company under this Agreement.
- 2. To secure the prompt payment and performance of all of the Secured Obligations, each Company hereby grants, assigns and pledges to Agent, for the benefit of itself, Lenders and the other Secured Parties, a continuing security interest in and Lien upon all of the following property of such Company, whether now existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications identified to each Company listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the

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foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

- (b) the goodwill of such Company's business connected with and symbolized by the Trademarks; and
  - (c) all proceeds of the foregoing.
- 3. Each Company represents and warrants to Secured Parties that:
- (a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable:
- (b) Upon filing of a properly completed financing statement with the appropriate office, this Agreement will create a legal, valid and perfected Lien upon and security interest in the Trademark Collateral that is listed on <u>Exhibit A</u> attached hereto, enforceable against such Company and all third Persons in accordance with its terms;
- (c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;
- (d) Such Company has the unqualified right to enter into this Agreement and perform its terms;
  - (e) Each of the Trademarks is valid and enforceable; and
- (f) Such Company is the sole and exclusive owner of the entire right, title and interest in and to all of its respective Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to paragraph 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Company not to sue third Persons, except Permitted Liens.
- 4. Each Company covenants and agrees with Secured Parties that:
- (a) Such Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement;
- (b) Such Company will not materially diminish the quality of the products associated with the Trademarks without Agent's prior written consent; and
- (c) Except for Trademarks abandoned by such Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), such Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

- 5. Each Company hereby grants to Agent, and its employees and agents (and any Lender or Lenders and their respective employees and agents, at such Lender's expense), the visitation, audit, and inspection rights with respect to such Company and the Collateral as set forth in the Credit Agreement.
- 6. Until Payment in Full of the Obligations, no Company shall enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of the Companies in the regular and ordinary course of the Companies' business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with any Company's obligations under this Agreement.
- 7. If, before Payment in Full of the Obligations, any Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Companies shall give to Agent prompt notice thereof in writing.
- 8. Each Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 or paragraph 7 hereof.
- At any time that an Event of Default exists, Agent shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies of a secured party under Applicable Law. Without limiting the generality of the foregoing, Agent may immediately, for the benefit of Secured Parties, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to any Company, each of which each Company hereby expressly waives, collect directly any payments due any Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral, or any interest which any Company may have therein. Each Company hereby agrees that ten (10) days notice to such Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice. At any such public or, if permitted by Applicable Law, private sale or disposition, Agent may, to the extent permitted by Applicable Law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of any Company, which right each Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Credit Agreement. Any remainder of the proceeds after Payment in Full of the Obligations shall be paid over to the Companies. If any deficiency shall arise, Borrowers and the Companies shall remain jointly and severally liable therefor.
- Agent as Agent may select, as such Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse such Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Payment in Full of the Obligations.

- 11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or 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 the Companies (it being the intent of each Company and Agent that the Companies shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed by the Companies on demand by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum interest rate then applicable for Base Rate Revolving Loans.
- 12. Each Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Agent in writing of material infringements detected. Each Company shall have the duty, through its current trademark counsel or other counsel reasonably acceptable to Agent, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Payment in Full of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to such Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Companies. No Company shall expressly abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Agent, unless such Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.
- 13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, at any time that an Event of Default exists, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events each Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and each Company shall promptly, **upon demand**, reimburse and indemnify Agent for all reasonable costs and expenses incurred in the exercise of Agent's rights under this paragraph 13.
- 14. If any Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by Applicable Law, Agent may discharge such obligations in such Company's name or in Agent's name, in Agent's sole discretion, but at the Companies' expense, and the Companies agree to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.
- 15. No course of dealing among the Companies and Agent or any other Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any other Secured Party, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

- 16. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.
- 17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.
- 19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of each Secured Party and upon the successors and permitted assigns of each Company. No Company shall assign its rights or delegate its rights or assign its duties hereunder without the prior written consent of Agent.
  - 20. Each Company hereby waives notice of Agent's acceptance hereof.
- 21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.
- 22. This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission or electronic mail shall be deemed to be an original signature hereto.
- 23. To the fullest extent permitted by Applicable Law, each Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

[Remainder of page intentionally left blank; signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the day and year first written above.

	<u>COMPANIES</u> :
ATTEST:  Secretary  [CORPORATE SEAL]	MARTIN RESOURCE MANAGEMENT CORPORATION  By: By: Bondwant Title: Chief Financial Officer
ATTEST:	MARTIN PRODUCT SALES LLC
Secretary [SBAL] NONE	By: Martin Resource Management Corporation, its sole member  By: Robert D. Bondwant Title: Vice President
ATTEST:	MARTIN RESOURCE LLC
CC_BoHC Secretary [SEAL] NONE	By: Martin Resource Management Corporation, its sole member  By: Name: Robert D. Bondwart Title: Chief Financial Officer
ATTEST:  Secretary  [CORPORATE SEAL]	MARTIN UNDERGROUND STORAGE, INC.  By: Chief Financial Officer Robert D. Title: Chief Financial Officer Bondwar
[Signatures continue	e on following page.]

Trademark Security Agreement

ATTEST:  Secretary  [CORPORATE SEAL] NONE	CROSS OIL REFINING & MARKETING, INC.  By: Robert D. Bondurant Title: Executive Vice President
Secretary  [CORPORATE SEAL] NONE	BERRY PETROLEUM COMPANY  By: Robert D. Bond want  Title: Vice President
ATTEST: Secretary  [SEAL] NONE	BRIMROCK US LLC  By: Rame: Robert D. Bondwant  Title: Executive vice president
ATTEST:  Secretary  [SEAL] NONE	ALTEC ENVIRONMENTAL CONSULTING LLC  By: Robert D. Bondwart Title: Chief Fundicial officer
ATTEST:  Secretary	MARTIN TRANSPORT, INC.  By: Name: Robert D. Bondwant Title: Vice President
[CORPORATE SEAL]	

[Signatures continue on following page.]

ATTEST:

MIDSTREAM FUEL SERVICE LLC

By: Martin Resource Management

Corporation, its

sole member

SEAL NONE

[Signatures continue on following page.]

Accepted:

REGIONS BANK, as Agent

Title: Vice President

# EXHIBIT A

# Trademark Collateral by Company

<u>CREDIT PARTY</u>	Mark/Patent/Copyright Description	Jurisdiction where Registered	Registration/Application Number
Martin Resource			
Management Corporation	Evergrip	United States	2181118
Martin Resource Management Corporation	Evergrip 990	United States	2277709
Martin Resource Management Corporation	Everlock	United States	2061537
Martin Resource Management Corporation	Everything Asphalt	United States	3840574
Martin Resource Management Corporation	Martin	United States	3662397
Martin Resource Management Corporation	Martin	United States	3689428
Martin Resource Management Corporation	Martin	United States	3510936
Cross Oil Refining & Marketing, Inc.	Cross	United States	85006833 (Serial #)
Cross Oil Refining & Marketing, Inc.	Cross	United States	85006835 (Serial #)
Cross Oil Refining & Marketing, Inc.	Gard	Bolivia	SM-4533 (Serial #)
Cross Oil Refining & Marketing, Inc.	Gard	Bolivia	SM-4532 (Serial #)
Cross Oil Refining & Marketing, Inc.	Gard	China	7819088 (Serial #)
Cross Oil Refining & Marketing, Inc.	Gard	China	7819089 (Serial #)
Cross Oil Refining & Marketing, Inc.	Gard	Costa Rica	201356
Cross Oil Refining & Marketing, Inc.	Gard	Costa Rica	201358
Cross Oil Refining & Marketing, Inc.	Gard	Guatemala	2009-07559 (Serial #)

Cross Oil Refining &			
Marketing, Inc.			
C O'I D. C	Gard	Guatemala	2009-07562 (Serial #)
Cross Oil Refining & Marketing, Inc.			
warketing, me.	Gard	Nicaragua	2009-03107 (Serial #)
Cross Oil Refining &			
Marketing, Inc.			
	Gard	Nicaragua	2009-03108 (Serial #)
Cross Oil Refining &			
Marketing, Inc.	Gard	Paraguay	41056 (Serial #)
Cross Oil Refining &	Galu	1 araguay	41030 (Serial #)
Marketing, Inc.			
	Gard	Paraguay	41057 (Serial #)
Cross Oil Refining &			
Marketing, Inc.			
O 0!1 D - C - ' 0	Gard	United States	3739202
Cross Oil Refining & Marketing, Inc.			
warketing, me.	Gardfleet	United States	77739543 (Serial #)
Cross Oil Refining &	Guranicot	Officer States	7773333 (Bertain)
Marketing, Inc.			
	Gardsyn	United States	77732724 (Serial #)
Cross Oil Refining &			
Marketing, Inc.			
Cross Oil Pofining &	Glass Gard	United States	3721744
Cross Oil Refining & Marketing, Inc.			
mandeling, me.	Hydragard	United States	3822955
Cross Oil Refining &			
Marketing, Inc.			
	Ice Gard	United States	3721742
Cross Oil Refining &			
Marketing, Inc.	n rt.	I I 1 C4-4	2724800
Cross Oil Refining &	Pure-Flo	United States	2724890
Marketing, Inc.			
	Syngard	Bolivia	SM-4535 (Serial #)
Cross Oil Refining &			
Marketing, Inc.			
G OHD W	Syngard	Bolivia	SM-4536 (Serial #)
Cross Oil Refining &			
Marketing, Inc.	Syncord	China	7810002 (Savial #)
Cross Oil Refining &	Syngard	China	7819092 (Serial #)
Marketing, Inc.			
<i>5, -,</i>	Syngard	China	7819093 (Serial #)
Cross Oil Refining &			
Marketing, Inc.			
0.117.01	Syngard	Costa Rica	201117
Cross Oil Refining &			
Marketing, Inc.	Cuncoud	Costs Biss	201121
	Syngard	Costa Rica	201121

Cross Oil Refining &			
Marketing, Inc.	Syngard	Guatemala	2009-07561 (Serial #)
Cross Oil Refining & Marketing, Inc.		Contour	
Cross Oil Refining &	Syngard	Guatemala	2009-07560 (Serial #)
Marketing, Inc.	Syngard	Nicaragua	2009-03112 (Serial #)
Cross Oil Refining & Marketing, Inc.	Syngard	Nicaragua	2009-0311 (Serial #)
Cross Oil Refining & Marketing, Inc.	Syngard	Paraguay	339042
Cross Oil Refining & Marketing, Inc.			
Cross Oil Refining & Marketing, Inc.	Syngard	Paraguay	41060 (Serial #)
Cross Oil Refining &	Xtreme	United States	85022020 (Serial #)
Marketing, Inc.	Xtreme	United States	3877085
Cross Oil Refining & Marketing, Inc.	Xtreme	Bolivia	SM-4537 (Serial #)
Cross Oil Refining & Marketing, Inc.	Xtreme	Bolivia	SM-4534 (Serial #)
Cross Oil Refining & Marketing, Inc.	Xtreme	China	7819090 (Serial #)
Cross Oil Refining & Marketing, Inc.	Xtreme	China	7819091(Serial #)
Cross Oil Refining & Marketing, Inc.		Costa Rica	201381
Cross Oil Refining & Marketing, Inc.	Xtreme		
Cross Oil Refining & Marketing, Inc.	Xtreme	Costa Rica Guatemala	201357
Cross Oil Refining & Marketing, Inc.	Xtreme		2009-07558 (Serial #)
Cross Oil Refining & Marketing, Inc.	Xtreme	Guatemala	2009-07563 (Serial #)
Cross Oil Refining & Marketing, Inc.	Xtreme	Nicaragua	2009-07558 (Serial #)
markonis, illo.	Xtreme	Nicaragua	2009-07563 (Serial #)

Cross Oil Refining & Marketing, Inc.			
	Xtreme	Paraguay	41058 (Serial #)
Cross Oil Refining &			
Marketing, Inc.			
	Xtreme	Paraguay	41059 (Serial #)
Cross Oil Refining & Marketing, Inc.			
	Xtreme	United States	3736329
Cross Oil Refining & Marketing, Inc.			
	Xtreme	United States	85065037 (Serial #)

TRADEMARK REEL: 004448 FRAME: 0377

**RECORDED: 01/06/2011**