

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|------------------------------------|--------------------------|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Amalie AOC, Ltd. | | 01/31/2012 | LIMITED PARTNERSHIP: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Global GL, LC | | |
| Street Address: | 29704 Highway 27 | | |
| City: | Dundee | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33838 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: FLORIDA | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85398029 | CERTECH ULTRA | |
| Registration Number: | 2039573 | GREASED LIGHTNING GL3000 | |
| Registration Number: | 2979509 | LIQUID ICE | |
| Registration Number: | 1756367 | MARINE FORMULA GL9000 | |
| Registration Number: | 2979507 | POWER SURGE | |
| Registration Number: | 3069050 | RAMPAGE | |
| Registration Number: | 2979508 | REV GUARD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (813)229-4133 | | |
| Phone: | 813-223-7000 | | |
| Email: | trademarks@carltonfields.com | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Correspondent Name: | Stephen J. Leahu | | |
| Address Line 1: | P.O. Box 3239 | | |

CH \$190.00 85398029

Address Line 2: Attn: IP Dept.
Address Line 4: Tampa, FLORIDA 33601-3239

| | |
|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | AMALIE |
| NAME OF SUBMITTER: | Stephen J. Leahu |
| Signature: | /Stephen J. Leahu/ |
| Date: | 02/09/2012 |

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

On this 31 day of Jan, 2012 ("Effective Date"), AMALIE AOC, LTD., a Florida limited partnership ("Debtor"), for valuable consideration, the receipt of which is acknowledged, grants to GLOBAL GL, LC, a Florida limited liability company ("Secured Party") a security interest in the property of Debtor attached hereto as Schedule I and incorporated herein by this reference (collectively, the "Collateral") to secure the payment obligations of Debtor to Secured Party arising under that certain Promissory Note executed by Debtor in favor of Secured Party, of even date herewith (the "Obligations"). All initially capitalized terms used herein, including Schedule I, but not otherwise defined, shall have the meanings ascribed to them in that certain Asset Purchase Agreement executed by and between Debtor and Secured Party, on or of even date herewith (the "Asset Purchase Agreement").

1. **Warranties and Covenants of Debtor.** Debtor warrants and covenants that:

(a) No other creditor has a security interest in the Collateral except any and all obligations owed by Amalie to Bank of America (the "Senior Lien").

(b) Debtor is the owner of the Collateral free from any adverse lien, security interest or encumbrance except this lien and the Senior Lien.

(c) Debtor will defend the Collateral against all claims of other persons.

(d) Debtor will immediately notify the Secured Party in writing of any change in name or address.

(e) Debtor will do all such things as Secured Party at any time or from time to time may reasonably request to establish and maintain a perfected security interest in the Collateral.

(f) Debtor will pay the cost of filing a UCC Financing Statement in all public offices where recording is deemed by Secured Party to be necessary in order to perfect Secured Party's interest in the Collateral.

(g) Debtor will not transfer or encumber the Collateral without the prior written consent of Secured Party, except in the ordinary course of its business or as otherwise permitted herein.

(h) Debtor will keep the Collateral insured against risk of loss or damage upon such terms as Secured Party may reasonably require.

(i) Debtor will keep the Collateral free from any liens (except the Senior Lien) and in good repair, will not waste or destroy the Collateral, and will not use the Collateral in violation of any law or policy of insurance. Secured Party may examine and inspect the Collateral at any reasonable time.

(j) Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this Intellectual Property Security Agreement or upon any note evidencing the Obligations.

(k) Debtor intends that this Intellectual Property Security Agreement create a UCC security agreement under the laws of the State of Florida, subordinate to the Senior Lien.

2. **Additional Rights.** Upon failure by the Debtor to do so, after notice from Secured Party, Secured Party may discharge liens placed on the Collateral, may place and pay for insurance on the Collateral, and may pay for the maintenance, repair, and preservation of the Collateral. To the extent permitted by applicable law, Debtor agrees to reimburse Secured Party on demand for any payment under this authorization.

3. **Events of Default.** Debtor shall be in default under this Intellectual Property Security Agreement upon the occurrence of any of the following events or conditions: (a) the failure to perform any of the Obligations of this Intellectual Property Security Agreement, which is not cured within the provided grace or cure period; (b) the loss, theft, substantial damage, destruction, transfer or encumbrance of the Collateral, directly or indirectly, other than pursuant to the terms of this Intellectual Property Security Agreement; (c) a change in majority control of Debtor (other than transfers of membership interests to family members), directly or indirectly, (d) the making of any levy, seizure or attachment upon the Collateral, which is not dismissed within 60 days; (e) the filing by Debtor or by any third party against Debtor of any petition under any Federal bankruptcy statute, the appointment of a receiver of any part of the property of Debtor, or any assignment by Debtor for the benefit of creditors, which, in the case of an involuntary bankruptcy, is not dismissed within 90 days; (f) Debtor shall fail to timely make any payment due under the Obligations, which is not cured within the provided grace or cure period; or (g) an Event of Default occurs under that certain Security Agreement executed by and between Amalie Oil Company, a Florida corporation, and Secured Party, on or of even date herewith.

4. **Remedies.** UPON DEFAULT AND AT ANY TIME THEREAFTER, SECURED PARTY MAY DECLARE ALL OBLIGATIONS IMMEDIATELY DUE AND PAYABLE AND SHALL HAVE THE REMEDIES OF A SECURED PARTY UNDER THE UNIFORM COMMERCIAL CODE OF FLORIDA.

[Signatures appear on the following page.]

Debtor has caused this Agreement to be effective as of the date first set forth above, and acknowledges receipt of a copy hereof at the time of execution.

DEBTOR:

AMALIE AOC, LTD.

a Florida limited partnership

By: Packers Acquisition Corp., a Florida corporation

Its: General Partner

By: 

Name: Harry Barkett

Title: President

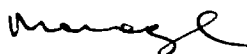
SECURED PARTY:

GLOBAL GL, LLC,

a Florida limited liability company

By: 

Name: Laurence E. Mitchell

Title: 

[Remainder of page intentionally left blank]

SUBORDINATION OF SECURITY INTEREST

In consideration of the grant of the security interests to the undersigned in the foregoing Intellectual Property Security Agreement, the undersigned does hereby subordinate any and all right, title and interest of the undersigned in and to the Collateral to the right, title and interest of the owner and holder of the Senior Lien, to any and all advances to be made thereunder and to all renewals, modifications, consolidations, replacements and extensions thereof.

GLOBAL GL, LLC,
a Florida limited liability company

By: 

Name: Laurence E. Mitchell

Title: *Manager*

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

All Intellectual Property (as hereinafter defined) to the extent associated with the Business (as hereinafter defined), and none other, and Product Line (as hereinafter defined), and none other, whether owned or licensed (including without limitation all Intellectual Property listed in Schedule 2.11(a) of the Asset Purchase Agreement).

For purposes of this Schedule I, the following terms shall have the following meanings:

A. "Business" shall mean Debtor's production, marketing, sale and distribution of automotive additive, chemical, lubricant and oil products designed to improve engine performance, reduce emissions, extend engine life, and prevent and solve automotive mechanical problems solely through its Greased Lightning" product line (the "Product Line"), including the "CerTech" (applied for but not registered, "Rampage," "Power Surge," "Rev Guard," "Greased Lightning," and "Liquid Ice" products, and none other.

B. "Intellectual Property" shall mean all:

(i) trademarks (registered or unregistered), service marks, brand names, trade names, domain names, certification marks, trade dress, assumed names, other indications of origin, and all registrations or applications for registration thereof in any jurisdiction, including any extension, modification or renewal of any such registration or application;

(ii) patents, patent applications, continuations, continuations-in-part, divisionals and foreign counterparts in any jurisdiction, and any inventions whether patented, patentable or not;

(iii) copyrights, logos, product labels, product packaging, product inserts, material safety data sheets, artwork, paper files, business plans and any other writings, expressions, mask works and videos, whether copyrighted, copyrightable or not, and all registrations or applications for registration of copyrights thereof and any renewals or extensions thereof in any jurisdiction; and

(v) testing information, Universal Product Codes ("UPCs"), model releases, publication rights, customer contracts, vendor contracts, royalty and licensing agreements, phone numbers, accounting records, financial information, business prospects, historical sales and business operations information and performance.

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM**

| |
|--|
| A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON Sandra G. Porter (813) 223-7000 |
| B. SEND ACKNOWLEDGEMENT TO: Name Sandra G. Porter Address Carlton Fields, P.A. Address Post Office Box 3239 City/State/Zip Tampa, Florida 33601-3239 |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names

| | | | | | | | |
|--|--|--|--|--|-----------------------------|---|--|
| 1.a ORGANIZATION'S NAME Amalie AOC, Ltd. | | | | | | | |
| 1.b INDIVIDUAL'S LAST NAME | | FIRST NAME | | MIDDLE NAME | | SUFFIX | |
| 1.c MAILING ADDRESS Line One 1601 McClosky Boulevard | | This space not available. | | | | | |
| MAILING ADDRESS Line Two | | CITY Tampa | | STATE FL | POSTAL CODE 33605 | COUNTRY USA | |
| 1.d TAX ID# 593638726 | REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR | 1.e TYPE OF ORGANIZATION Limited Partnership | | 1.f JURISDICTION OF ORGANIZATION Florida | | 1.g ORGANIZATIONAL ID# A98000002921 <input type="checkbox"/> NONE | |

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names

| | | | | | | | |
|------------------------------|--|---------------------------|--|----------------------------------|-------------|---|--|
| 2.a ORGANIZATION'S NAME | | | | | | | |
| 2.b INDIVIDUAL'S LAST NAME | | FIRST NAME | | MIDDLE NAME | | SUFFIX | |
| 2.c MAILING ADDRESS Line One | | This space not available. | | | | | |
| MAILING ADDRESS Line Two | | CITY | | STATE | POSTAL CODE | COUNTRY | |
| 2.d TAX ID# | REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR | 2.e TYPE OF ORGANIZATION | | 2.f JURISDICTION OF ORGANIZATION | | 2.g ORGANIZATIONAL ID# <input type="checkbox"/> NONE | |

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (3a OR 3b)

| | | | | | | | |
|---|--|---------------------------|--|--------------------|-----------------------------|-----------------------|--|
| 3.a ORGANIZATION'S NAME Global GL, LC | | | | | | | |
| 3.b INDIVIDUAL'S LAST NAME | | FIRST NAME | | MIDDLE NAME | | SUFFIX | |
| 3.c MAILING ADDRESS Line One 29704 Highway 27 | | This space not available. | | | | | |
| MAILING ADDRESS Line Two | | CITY Dundee | | STATE FL | POSTAL CODE 33838 | COUNTRY USA | |

4. This FINANCING STATEMENT covers the following collateral:

This Financing Statement covers all of the collateral listed in Exhibit A attached hereto.

5. ALTERNATE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR
 AG. LIEN NON-UCC FILING SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.
 Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA Florida Secretary of State filing 42124/93254

Exhibit A

Collateral

All Intellectual Property (as hereinafter defined) to the extent associated with the Business (as hereinafter defined), and none other, and Product Line (as hereinafter defined), and none other, whether owned or licensed (including without limitation all Intellectual Property listed in Schedule 2.11(a) of the Asset Purchase Agreement).

For purposes of this Exhibit A, the following terms shall have the following meanings:

A. "Business" shall mean Debtor's production, marketing, sale and distribution of automotive additive, chemical, lubricant and oil products designed to improve engine performance, reduce emissions, extend engine life, and prevent and solve automotive mechanical problems solely through its Greased Lightning" product line (the "Product Line"), including the "CerTech" (applied for but not registered, "Rampage," "Power Surge," "Rev Guard," "Greased Lightning," and "Liquid Ice" products, and none other.

B. "Intellectual Property" shall mean all:

(i) trademarks (registered or unregistered), service marks, brand names, trade names, domain names, certification marks, trade dress, assumed names, other indications of origin, and all registrations or applications for registration thereof in any jurisdiction, including any extension, modification or renewal of any such registration or application;

(ii) patents, patent applications, continuations, continuations-in-part, divisionals and foreign counterparts in any jurisdiction, and any inventions whether patented, patentable or not;

(iii) copyrights, logos, product labels, product packaging, product inserts, material safety data sheets, artwork, paper files, business plans and any other writings, expressions, mask works and videos, whether copyrighted, copyrightable or not, and all registrations or applications for registration of copyrights thereof and any renewals or extensions thereof in any jurisdiction; and

(v) testing information, Universal Product Codes ("UPCs"), model releases, publication rights, customer contracts, vendor contracts, royalty and licensing agreements, phone numbers, accounting records, financial information, business prospects, historical sales and business operations information and performance.