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		03/27/2012	CORPORATION: TEXAS
Martin Product Sales LLC		03/27/2012	LIMITED LIABILITY COMPANY: TEXAS
Martin Resource LLC		03/27/2012	LIMITED LIABILITY COMPANY: DELAWARE
Martin Underground Storage, Inc.		03/27/2012	CORPORATION: TEXAS
Cross Oil Refining & Marketing, Inc.		03/27/2012	CORPORATION: DELAWARE
Berry Petroleum Company		03/27/2012	CORPORATION: TEXAS
Brimrock US LLC		03/27/2012	LIMITED LIABILITY COMPANY: TEXAS
Altec Environmental Consulting LLC		03/27/2012	LIMITED LIABILITY COMPANY: TEXAS
Martin Transport, Inc.		03/27/2012	CORPORATION: TEXAS
Martin Energy Services LLC		03/27/2012	LIMITED LIABILITY COMPANY: ALABAMA
Aspire America, Inc.		03/27/2012	CORPORATION: DELAWARE
Roddey Engineering Services, Inc.		03/27/2012	CORPORATION: LOUISIANA

RECEIVING PARTY DATA

Name:	Regions Bank, as Agent
Street Address:	1180 West Peaqchtree Street NW
Internal Address:	Suite 1000-Lisa Washington
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	CORPORATION: ALABAMA

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
		TDADEMARK

TRADEMARK "
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5 00 3837

Registration Number:	3831209	BRIMROCK	
Registration Number:	3814479	BRIMROCK	
Registration Number:	3513482	PRILLMAX	
Serial Number:	77732795	BUG GARD	
Serial Number:	77733784	CHAINGARD	
Serial Number:	85471930	M MARTIN	
Serial Number:	85471949	M MARTIN	
Serial Number:	85471971	M MARTIN	
Serial Number:	85471990	M MARTIN	
Serial Number:	85472002	MARTIN	
Serial Number:	85472006	MARTIN	
Serial Number:	85472012	MARTIN	
Serial Number:	85472021	MARTIN	
Serial Number:	85472043	MARTIN	
Serial Number:	85472048	MARTIN	
Serial Number:	85472054	MARTIN M	
Serial Number:	85472062	MARTIN M	
Serial Number:	85456939	MARTIN ENERGY SERVICES	
Serial Number:	85456951	MARTIN ENERGY SERVICES	
Serial Number:	85456964	MARTIN ENERGY SERVICES	
Serial Number:	85456968	MARTIN ENERGY SERVICES	
Serial Number:	77849375	BRIMROCK	
Serial Number:	77899494	BRIMROCK	
Serial Number:	85299760	CSR-575	
Serial Number:	85485586	DG-840	
Serial Number:	85231605	RS-1500	
Serial Number:	85231621	S16OLUTIONS.	
Serial Number:	85299767	SR-800	

CORRESPONDENCE DATA

Fax Number: 6785337772

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 404-681-5974
Email: mlg@phrd.com

Correspondent Name: Parker Hudson Rainer & Dobbs, LLP Address Line 1: 285 Peachtree Center Avenue, N.E.

Address Line 2: 15th Floor - Mike Grove Address Line 4: Atlanta, GEORGIA 30303			
NAME OF SUBMITTER:	Bobbi Acord Noland		
Signature:	/ba/		
Date:	05/03/2012		
Total Attachments: 17 source=Amended & Restated Trademark Source=A	ecurity Agreement#page3.tif ecurity Agreement#page4.tif ecurity Agreement#page5.tif ecurity Agreement#page5.tif ecurity Agreement#page6.tif ecurity Agreement#page7.tif ecurity Agreement#page8.tif ecurity Agreement#page9.tif ecurity Agreement#page10.tif ecurity Agreement#page11.tif ecurity Agreement#page13.tif ecurity Agreement#page15.tif ecurity Agreement#page15.tif ecurity Agreement#page15.tif ecurity Agreement#page15.tif ecurity Agreement#page16.tif		

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement") is made on March 27, 2012, by and among each party identified as a company on the signature page of this Agreement (collectively, together with each other party that now or hereafter becomes a grantor under this Agreement, 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:

Pursuant to that certain Credit and Security Agreement dated as of January 4, 2011, by and among 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, "Existing Lenders"), and certain other parties thereto (as at any time heretofore amended, restated, supplemented or otherwise modified, the "Existing Credit Agreement"), Agent and Existing Lenders agreed to make certain revolving credit and term loans to Borrowers, and to extend certain other financial accommodations to or for the benefit of Borrowers.

In connection with the Existing Credit Agreement, to secure the payment and performance of all of the Obligations (as defined in the Existing Credit Agreement), each Borrower granted to Agent, for the benefit of Lenders and other Secured Parties (as defined in the Existing Credit Agreement), a security interest in and lien upon certain of such entity's real and personal property.

As a condition to Agent and Existing Lenders making loans or extending other financial accommodations under the Existing Credit Agreement, each Company executed and delivered that certain Trademark Security Agreement dated January 4, 2011 (as at any time heretofore amended, restated, supplemented or otherwise modified, the "Existing Trademark Security Agreement").

Borrowers, Agent and certain financial institutions in their capacities as lenders (collectively, "Lenders") are entering into that certain Amended and Restated Credit and Security Agreement dated on or about the date hereof (as at any time amended, restated, modified or supplemented, the "Credit Agreement"), which Credit Agreement amends and restates the Existing Credit Agreement.

A condition to Agent's and Lenders' willingness to make loans or extend other financial accommodations under the Credit Agreement is each Company's execution and delivery of this Agreement. 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 to amend and restate the Existing Trademark Security Agreement, all on the terms set forth herein and to grant a continuing security interest in and to the Trademark Collateral (as hereinafter defined) to Agent, for the benefit of Secured Parties, as security for the timely payment and performance of the Secured Obligations (as hereinafter defined) and to ratify, renew and continue its prior grant of a security interest in and to such Trademark Collateral, in each case in order to ensure and secure the prompt payment and performance of the Secured Obligations, all on the terms set forth herein.

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, the parties hereto hereby amend and restate the Existing Trademark Security Agreement 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) all of the Obligations under (and as defined in) the Credit Agreement, and (B) without limiting the generality of the foregoing, 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 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.

In addition to the foregoing, each Company hereby ratifies, reaffirms, renews and continues its prior grant of a security interest in favor of Agent, for the benefit of itself, Lenders and the other Secured Parties, in all of the Trademark Collateral under (and as defined in) the Existing Trademark Security Agreement.

- 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 Exhibit A 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

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- (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.
- 9. 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.

- 10. Each Company hereby makes, constitutes and appoints Agent and any officer or agent of 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.
- 24. This Agreement amends and restates the Existing Trademark Security Agreement. All rights, benefits, indebtedness, interests, liabilities and obligations of the parties to the Existing Trademark Security Agreement and the agreements, documents and instruments executed and delivered in connection with the Existing Trademark Security Agreement (collectively, the "Existing Trademark Security Documents") are hereby renewed and, to the extent provided herein and in the other Loan Documents, amended and restated in their entirety according to the terms and provisions set forth in this Agreement and the other Loan Documents. This Agreement does not constitute, nor shall it result in, a waiver of, or release, discharge or forgiveness of, any amount payable pursuant to the Existing Trademark Security Documents or any indebtedness, liabilities or obligations of any Company thereunder, all of which are renewed and continued and are hereafter payable and to be performed in accordance with this Agreement and the other Loan Documents. Neither this Agreement nor any of the other Loan Documents extinguishes the indebtedness or liabilities outstanding in connection with the Existing Trademark Security Documents, nor do they constitute a novation with respect thereto. All security interests, pledges, assignments, and other Liens previously granted by each Company pursuant to the Existing Trademark Security Documents are hereby renewed and continued, and all such security interests, pledges, assignments and other Liens shall remain in full force and effect as security for the Secured Obligations.

[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.

COMPANIES:

ATTEST: MARTIN RESOURCE MANAGEMENT By: Robert D. Bondurant, Executive Vice Secretary President and Chief Financial Officer [CORPORATE SEAL] MARTIN PRODUCT SALES LLC ATTEST: By: Secretary Robert D. Bondurant, Executive Vice President and Chief Financial Officer ISEALT MONE MARTIN RESOURCE LLC ATTEST: By: Martin Resource Management Corporation, its sole member Robert D. Bondurant, Executive Secretary Vice President and Chief Financial ISEALT LONG Officer MARTIN UNDERGROUND STORAGE, INC. ATTEST: By: Robert D. Bondurant, Executive Vice Secretary President and Chief Financial Officer

[Signatures continue on following page.]

[CORPORATE SEAL]

ATTEST: Secretary [CORPORATE SEAL] DONE	CROSS OIL REFINING & MARKETING, INC. By: Robert D. Bondurant, Executive Vice President, Treasurer, and Assistant Secretary
ATTEST: Secretary [CORPORATE SEAL] NOVE	BERRY PETROLEUM COMPANY By: Robert D. Bondurant, Executive Vice President and Chief Financial Officer
ATTEST: Assistant Secretary [SEAL] UOW	BREMROCK US LLC By: Robert D. Bondurant, Executive Vice President and Treasurer
ATTEST: Co Sooth Assistant Secretary [SEAL] NOW	ALTEC ENVIRONMENTAL CONSULTING LLC By: Robert D. Bondurant, Executive Vice President and Chief Financial Officer
ATTEST:	By: Robert D. Rondurant Executive Vice

[Signatures continue on following page.]

President

[CORPORATE SEAL]

ATTEST:
Secretary

[SEAL]

ATTEST:

Secretary

ISEALT None

RODDEY ENGINEERING SERVICES, INC.

Robert D. Bondurant, Executive Vice

MARTIN ENERGY SERVICES LLC, an

Alabama limited liability company formerly known as Midstream Fuel Service LLC, and successor by merger to L&L Holdings (Louisiana), L.L.C., Aspire Holdings (US) LLC, and L&L Oil and Gas

Robert D. Bondurant, Executive Vice President and Chief Financial Officer

By:

Services L.C.

President

ASPIRE-AMERICA, INC.

By:

By:

Robert D. Bondurant, Executive Vice President and Chief Financial Officer

Secretary

ATTEST:

ISEALT None

[Signatures continue on following page.]

Accepted:

REGIONS BANK, as Agent

Alan Schnacke, Senior Vice President

EXHIBIT A

Trademark Collateral

	-		
CREDIT PARTY	<u>Trademark</u>	<u>Jurisdiction where</u> <u>Registered</u>	Registration/Application Number
Cross Oil Refining & Marketing, Inc.	Bug Gard	United States	77732795 (Serial #)
Cross Oil Refining & Marketing, Inc.	Chaingard	United States	77733784 (Serial #)
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	El Salvador	2012-115317
Cross Oil Refining & Marketing, Inc.	Gard	Guatemala	2009-07559 (Serial #)
Cross Oil Refining & Marketing, Inc.	Gard	Guatemala	2009-07562 (Serial #)
Cross Oil Refining & Marketing, Inc.	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 & Marketing, Inc.	Gard	Paraguay	41057 (Serial #)
Cross Oil Refining & Marketing, Inc.	Gard	United States	3739202
Cross Oil Refining & Marketing, Inc.	Gardfleet	United States	77739543 (Serial #)
Cross Oil Refining & Marketing, Inc.	Gardsyn	United States	77732724 (Serial #)
Cross Oil Refining & Marketing, Inc.	Glass Gard	United States	3721744
Cross Oil Refining & Marketing, Inc.	Hydragard	United States	3822955
Cross Oil Refining & Marketing, Inc.	Ice Gard	United States	3721742
Cross Oil Refining & Marketing, Inc.	Pure-Flo	United States	2724890
Cross Oil Refining & Marketing, Inc.	Syngard	Bolivia	SM-4535 (Serial #)
Cross Oil Refining & Marketing, Inc.	Syngard	Bolivia	SM-4536 (Serial #)
Cross Oil Refining & Marketing, Inc.	Syngard	China	7819092 (Serial #)
Cross Oil Refining & Marketing, Inc.	Syngard	China	7819093 (Serial #)
Cross Oil Refining & Marketing, Inc.	Syngard	Costa Rica	201117
Cross Oil Refining & Marketing, Inc.	Syngard	Costa Rica	201121
Cross Oil Refining & Marketing, Inc.	Syngard	Guatemala	2009-07561 (Serial #)
Cross Oil Refining & Marketing, Inc.	Syngard	Guatemala	2009-07560 (Serial #)
Cross Oil Refining & Marketing, Inc.	Syngard	Nicaragua	2009-03112 (Serial #)

Cross Oil Refining &			
Marketing, Inc.	Syngard	Nicaragua	2009-03111 (Serial #)
Cross Oil Refining &		_	
Marketing, Inc.	Syngard	Paraguay	339042
Cross Oil Refining &			
Marketing, Inc.	Syngard	Paraguay	41060 (Serial #)
Cross Oil Refining &			
Marketing, Inc.	Xtreme	United States	85022020 (Serial #)
Cross Oil Refining &			
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	Costa Rica	201381
Cross Oil Refining &			
Marketing, Inc.	Xtreme	Costa Rica	201357
Cross Oil Refining &	-		
Marketing, Inc.	Xtreme	El Salvador	2012-115318 (Serial #)
Cross Oil Refining &			
Marketing, Inc.	Xtreme	Guatemala	2009-07558 (Serial #)
Cross Oil Refining &			
Marketing, Inc.	Xtreme	Guatemala	2009-07563 (Serial #)
Cross Oil Refining &			_
Marketing, Inc.	Xtreme	Nicaragua	2009-07558 (Serial #)
Cross Oil Refining &			
Marketing, Inc.	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
	I		

Cross Oil Refining &	T		
Marketing, Inc.	Xtreme	United States	85065037 (Serial #)
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
Martin Resource Management Corporation	Martin	United States	85471930 (Appl #)
Martin Resource Management Corporation	Martin	United States	85471949 (Appl #)
Martin Resource Management Corporation	Martin	United States	85471971 (Appl #)
Martin Resource Management Corporation	Martin	United States	85471990 (Appl #)
Martin Resource Management Corporation	Martin	United States	85472002 (Appl #)
Martin Resource Management Corporation	Martin	United States	85472006 (Appl #)
Martin Resource Management Corporation	Martin	United States	85472012 (Appl #)
Martin Resource Management Corporation	Martin	United States	85472021 (Appl #)
Martin Resource Management Corporation	Martin	United States	85472043 (Appl #)
Martin Resource Management Corporation	Martin	United States	85472048 (Appl #)

Martin Resource	T		
Management Corporation	Martin	United States	85472054 (Appl #)
Martin Resource Management Corporation	Martin	United States	85472062 (Appl #)
Martin Resource Management Corporation	Martin Energy Services	United States	85456939 (Appl #)
Martin Resource Management Corporation	Martin Energy Services	United States	85456951 (Appl #)
Martin Resource Management Corporation	Martin Energy Services	United States	85456964 (Appl #)
Martin Resource Management Corporation	Martin Energy Services	United States	85456968 (Appl #)
Brimrock US LLC	Brimrock	Canada	1488980 (Appl #)
Brimrock US LLC	Brimrock	Kuwait	125957, 125958, 125959, 125960 (Appl #s)
Brimrock US LLC	Brimrock	Madrid Protocol	
Brimrock US LLC	Brimrock	Mexico	1233231, 1233230, 1233224, 1233222 (Appl #s)
Brimrock US LLC	Brimrock	Qatar	71916, 71917, 71918, 71919 (Appl #s)
Brimrock US LLC	Brimrock	Saudi Arabia	175587, 175588, 175589, 175590 (Appl #s)
Brimrock US LLC	Brimrock	UAE	166663, 166664, 166665, 166666 (Appl #s)
Brimrock US LLC	Brimrock	United States	77849375 (Appl #)
Brimrock US LLC	Brimrock	United States	3831209
Brimrock US LLC	Brimrock	Canada	1488976 (Appl #)
Brimrock US LLC	Brimrock	Kuwait	125905, 125906, 125907, 125906 (Appl #s)
Brimrock US LLC	Brimrock	Madrid Protocol	
Brimrock US LLC	Brimrock	Mexico	1233234, 1233236, 1233237, 1233239 (Appl #s)
Brimrock US LLC	Brimrock	Qatar	71920, 71921, 71922, 71923 (Appl #s)

Brimrock US LLC	Brimrock	Saudi Arabia	175591, 175592, 175593, 175594 (Appl
Brimrock US LLC	Brimrock	UAE	
Brimrock US LLC	Brimrock	United States	77899494 (Appl #)
Brimrock US LLC	Brimrock	United States	3814479
Brimrock US LLC	CSR-575	Canada	1547913 (Appl #)
Brimrock US LLC	CSR-575	Kuwait	
Brimrock US LLC	CSR-575	Madrid Protocol	
Brimrock US LLC	CSR-575	Mexico	
Brimrock US LLC	CSR-575	Qatar	
Brimrock US LLC	CSR-575	Saudi Arabia	
Brimrock US LLC	CSR-575	UAE	
Brimrock US LLC	CSR-575	United States	85299760 (Appl #)
Brimrock US LLC	DG-840	Canada	
Brimrock US LLC	DG-840	Kuwait	126116 (Appl #)
Brimrock US LLC	DG-840	Madrid Protocol	
Brimrock US LLC	DG-840	Mexico	1233221 (Appl #)
Brimrock US LLC	DG-840	Qatar	72037 (Appl #)
Brimrock US LLC	DG-840	Saudi Arabia	175848 (Appl #)
Brimrock US LLC	DG-840	UAE	166668 (Appl #)
Brimrock US LLC	DG-840	United States	85485586 (Appl #)
Brimrock US LLC	PRILLMAX	Canada	
Brimrock US LLC	PRILLMAX	Mexico	1233220 (Appl #)
Brimrock US LLC	PRILLMAX	Saudi Arabia	175599 (Appl #)
Brimrock US LLC	PRILLMAX	United States	3513482
Brimrock US LLC	RS-1500	Canada	1537845 (Appl #)
Brimrock US LLC	RS-1500	Kuwait	122802 (Appl #)

Brimrock US LLC	RS-1500	Madrid Protocol	1090169
Brimrock US LLC	RS-1500	Mexico	1199469 (Appl #)
Brimrock US LLC	RS-1500	Qatar	
Brimrock US LLC	RS-1500	Saudi Arabia	
Brimrock US LLC	RS-1500	UAE	
Brimrock US LLC	RS-1500	United States	85231605 (Appl #)
Brimrock US LLC	RS 750	United States	
Brimrock US LLC	RS 300	United States	
Brimrock US LLC	S ¹⁶ olutions.	Canada	1537853 (Appl #)
Brimrock US LLC	S ¹⁶ olutions.	Kuwait	122803 (Appl #)
Brimrock US LLC	S ¹⁶ olutions.	Madrid Protocol	
Brimrock US LLC	S ¹⁶ olutions.	Mexico	1199841 (Appl #)
Brimrock US LLC	S ¹⁶ olutions.	Qatar	
Brimrock US LLC	S ¹⁶ olutions.	Saudi Arabia	
Brimrock US LLC	S ¹⁶ olutions.	UAE	
Brimrock US LLC	S ¹⁶ olutions.	United States	85231621 (Appl #)
Brimrock US LLC	SR-800	Canada	1547917 (Appl #)
Brimrock US LLC	SR-800	Kuwait	
Brimrock US LLC	SR-800	Madrid Protocol	1096432
Brimrock US LLC	SR-800	Mexico	
Brimrock US LLC	SR-800	Qatar	
Brimrock US LLC	SR-800	Saudi Arabia	
Brimrock US LLC	SR-800	UAE	
Brimrock US LLC	SR-800	United States	85299767 (Appl #)

RECORDED: 05/03/2012