

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
Universal Lubricants, LLC		05/24/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	4975 Preston Park Boulevard		
Internal Address:	6th Floor, Suite 600		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75093		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	0904163	DYNA-PLEX	
Registration Number:	1832570	21 C	
Registration Number:	1200802	DYNA-PLEX 21C	
Registration Number:	0602075	DEZOL	
Registration Number:	2740195	UNIVERSAL	
Registration Number:	3075286	LIFELINES	
Serial Number:	78863686	SYNZOL	
Serial Number:	78863726	SYNZOL	
Registration Number:	3917822	ECO ULTRA	
Registration Number:	3917821	UNIVERSAL ECO ULTRA	
Serial Number:	85334277	CLOSED LOOP PROCESS COLLECTION SERVICING RE-REFINING BLENDING	
Serial Number:	85502240	UNIVERSAL	

OP \$415.00 0904163

Serial Number:	85502104	ECO ULTRA
Serial Number:	85502127	
Serial Number:	85502139	SINCE 1929 UNIVERSAL LUBRICANTS, LLC
Serial Number:	85502075	UNIVERSAL

CORRESPONDENCE DATA

Fax Number: 6127661600
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 612-766-6911
Email: susan.carlson@faegrebd.com
Correspondent Name: Susan Carlson, Faegre Baker Daniels LLP
Address Line 1: 90 South 7th St, Ste 2200
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
Signature:	/e/ Susan Carlson
Date:	05/29/2012

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the “**Agreement**”), dated as of May 24, 2012, is made by and between Universal Lubricants, LLC, a Delaware limited liability company (“**Company**”), having a business location at the address set forth below next to its signature, and Wells Fargo Bank, National Association (“**Secured Party**”), and having a business location at the address set forth below next to its signature.

Recitals

Secured Party, as lender, UL Holding Co., LLC, a Delaware limited liability company, as parent, and Company, Guarantee Oil Co., Inc., an Iowa corporation (“**GOC**”), RS Used Oil Services, Inc., an Illinois corporation (“**RS**”), Transport Services L.L.C., a Kansas limited liability company (“**Transport**”), Universal Lubricants Gulf Coast, LLC, a Delaware limited liability company (“**UL Gulf**”), ULGC Sub, LLC, a Delaware limited liability company (“**ULGC**”), Midstate Environmental Services L.P., a Texas limited partnership (“**Midstate**”), United Recyclers, LP, a Texas limited partnership (“**United**”), MIDSTEV Management LLC, a Texas limited liability company (“**Management**”), and MIDSTEV Holdings, L.L.P., a Texas limited liability partnership (“**Holdings**”) (the Company, GOC, RS, Transport, UL Gulf, ULGC, Midstate, United, Management and Holdings, collectively, the “**Borrowers**” and each a “**Borrower**”), as borrowers, are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the “**Credit Agreement**”) dated as of the same date as this Agreement, setting forth the terms on which Secured Party, as lender, may now or hereafter extend credit to or for the account of Borrowers.

As a condition to extending credit to or for the account of Borrowers, Secured Party has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

“**Security Interest**” has the meaning given in Section 2.

“**Trademarks**” means all of Company’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. **Security Interest.** Company hereby irrevocably pledges and assigns to, and grants Secured Party a security interest (the “**Security Interest**”) with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment

and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. **Representations, Warranties and Agreements.** Company represents, warrants and agrees as follows:

(a) Existence; Authority. Company is a limited liability company duly organized, validly existing and in good standing under the laws of its state of formation, and this Agreement has been duly and validly authorized by all necessary limited liability company action on the part of Company.

(b) Trademarks. Exhibit A accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (*i.e.*, Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall within 30 days provide written notice to Secured Party with a replacement Exhibit B, which upon acceptance by Secured Party shall become part of this Agreement.

(c) Affiliates. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Secured Party of such item(s) and cause such Affiliate to execute and deliver to Secured Party a trademark security agreement substantially in the form of this Agreement.

(d) Title. Company has absolute title to each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(e) No Sale. Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without Secured Party's prior written consent.

(f) Defense. Company will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) Maintenance. Company will at its own expense maintain the Trademarks to the extent reasonably advisable in its business, including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. Company covenants that it will

not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Secured Party: (i) sufficient written notice, of at least 30 days, to allow Secured Party to timely pay (if Secured Party elects to so pay in its sole discretion) any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) Secured Party's Right to Take Action. If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Secured Party that it intends to abandon a Trademark, Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Secured Party in connection with or as a result of Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Secured Party at the default rate set forth in Section 2.5(b) of the Credit Agreement.

(j) Power of Attorney. Company hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Secured Party, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. **Company's Use of the Trademarks.** Company shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "**Event of Default**"): (a) an Event of Default, as defined in the Credit Agreement, shall occur under the Credit Agreement; or (b) Company shall fail promptly to observe

or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, Secured Party may, at its option, take any or all of the following actions: (a) Secured Party may exercise any or all remedies available under the Credit Agreement; (b) Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks; and (c) Secured Party may enforce the Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, Company shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.


7. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Party. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Secured Party shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Secured Party and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Secured Party, and Company waives notice of Secured Party's acceptance hereof. Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

Signature page follows

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

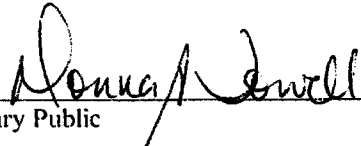
Universal Lubricants, LLC
2824 N. Ohio
Wichita, Kansas 67219

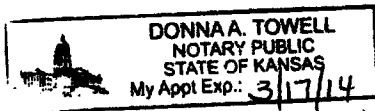
UNIVERSAL LUBRICANTS, LLC

By: 
Name: Randall Wilson
Its: Secretary and Chief Financial Officer

STATE OF Kansas)
COUNTY OF Sedgewick

The foregoing instrument was acknowledged before me this 21st day of May, 2012, by Randall Wilson, the Secretary and Chief Financial Officer of Universal Lubricants, LLC, a Delaware limited liability company, on behalf of the limited liability company.


Notary Public




Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004790 FRAME: 0200

Wells Fargo Bank, National Association
4975 Preston Park Boulevard
6th Floor, Suite 600
Plano, Texas
Attention: James Harris
Facsimile: (972) 867-7838
Telephone: (972) 599-4610

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: 
Name: Jill S. Fedoruk
Title: Vice President

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 23rd day of May, 2012, by Jill S. Fedoruk, a Vice President of Wells Fargo Bank, National Association, a national banking association, on behalf of the association.


Notary Public

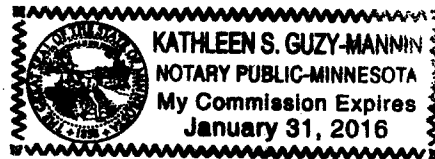


EXHIBIT A

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Dyna-Plex	904,163	December 15, 1970
21 C	1,832,570	April 26, 1994
Dyna-Plex 21 C	1,200,802	July 13, 1982
Dezol	602,075	February 15, 1955
Universal	2,740,195	July 22, 2003
Lifelines	3,075,286	April 4, 2006
Synzol	78/863,686	April 18, 2006
Synzol	78/863,726	April 18, 2006
Eco Ultra	3917822	February 8, 2011
Universal Eco Ultra	3917821	February 8, 2011

APPLICATIONS

TRADEMARK	SERIAL NUMBER	APPLICATION DATE	STATUS
Closed Loop Process Collection Servicing Re-Refining Blending	85334277	May 31, 2011	
Universal	85502240	December 22, 2011	
Eco Ultra	85502104	December 22, 2011	
Design Only	85502127	December 22, 2011	
Universal Lubricants, LLC Since 1929	85502139	December 22, 2011	
Universal	85502075	December 22, 2011	

COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS MATERIAL TO BUSINESS

None.

**FOREIGN ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP
MARKS**

None.

APPLICATIONS

None.