

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
CAM2 INTERNATIONAL, LLC		09/09/2013	LIMITED LIABILITY COMPANY: COLORADO
BANGO REFINING NV, LLC		09/09/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	10 South Wacker Drive
Internal Address:	13th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1271460	CAM2
Registration Number:	1680891	CAM2
Registration Number:	1354819	MAGNUM
Registration Number:	2227532	MEGA POWER
Registration Number:	3812832	SYNAVEX
Registration Number:	4049876	CAM2 SUPERPRO
Registration Number:	4049875	CAM2 SUPERPRO MAX
Registration Number:	4078895	BLUE BLOOD
Registration Number:	4076326	MAGNUM
Registration Number:	4070005	MAGNUM
Registration Number:	0719885	RING-FREE

Registration Number:	0719883	ROYAL SCOT
Registration Number:	4076015	BEE GREEN

CORRESPONDENCE DATA

Fax Number: 3125585700
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (312) 558-9514
Email: trademarkny@winston.com
Correspondent Name: Rachna S. Misra
Address Line 1: 35 W. Wacker Drive
Address Line 2: Winston & Strawn LLP
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	8009.24
NAME OF SUBMITTER:	Rachna S. Misra
Signature:	/W&S/
Date:	09/10/2013

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 9th day of September, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 9, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Omega Holdings Company, LLC, ("Omega"), Bango Refining NV, LLC ("Bango"), CAM2 International LLC ("CAM2"), Hammond Lubricant Works LLC ("Hammond"), Omega Refining, LLC ("OR LLC"), Golden State Lubricants Works, LLC ("Golden State", together with Omega, Bango, CAM2, Hammond and OR LLC, collectively "Borrowers" and each individually, a "Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of September 9, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

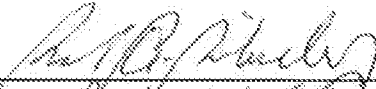
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

CAM2 INTERNATIONAL, LLC

By: 
Name: Richard A. Silberberg
Title: Manager

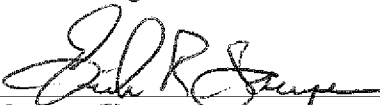
BANGO REFINING NV, LLC

By: 
Name: James P. Westbury
Title: Manager

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: 
Name: ERIK R. SAWYER
Title: MANAGING DIRECTOR

[SIGNATURE PAGE TO GUARANTY AND SECURITY AGREEMENT]

TRADEMARK
REEL: 005107 FRAME: 0722

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

CAM2 International LLC
Trademarks

Note: No longer pursuing MAGNUM marks internationally (12/7/11)
No longer pursuing research on MEGA POWER marks (12/7/11)

Country	Trademark	Serial No./ Filing Date	Reg. No./ Reg. Date	Class/Goods and Services	Current Status
US	CAM2 Security interest with Fifth Third Bank	73/407696	1,271,460/ 3/27/1984	IC 004: Motor oil	Registered

				CI 17: Automotive hoses	
US	MAGNUM and Design MAGNUM Security interest with Fifth Third Bank	5/21/85 73/481,438	8/20/85 1,354,819	CI 4: Motor oils, transmission oils, hydraulic oils, universal tractor oils, cabin and bar lubricants, gear lubes, and diesel lubes	Registered
US	MEGA POWER Security interest with Fifth Third Bank	7/23/97 75/340,431	3/2/99 2,227,532	CI 4: Non-chemical gasoline and motor oil additives	Registered
US	SYNAVEX Security interest with Fifth Third Bank	5/12/09 77/734,998	7/6/10 3,812,832	CI 1: Drive train fluids for automatic and manual transmissions CI 4: Synthetic and seim-synthetic	Registered


				lubricating products, namely, motor oils for gasoline and other fossil fueled or electric powered vehicles; diesel engine oils for on road and of road vehicles; gear case lubricants; gear oils and greases for all lubricating or power transmission applications; commercial and industrial lubricants, namely, hydraulic oils; gear oils, greases, machine oils for use with engines and transmissions and lubricating oils	
US	CAM2 SUPERPRO Security interest with Fifth Third Bank	1/5/10 77/905,282	11/1/11 4,049,876	CI 4: Motor oil, gear oils, automotive grease and lubricants; non-chemical motor oil additives for automotive use	Registered
US	CAM2 SUPERPRO MAX	1/5/10 77/905,278	11/1/11 4,049,875	CI 4: Motor oil, gear oils, automotive grease and	Registered

	Security interest with Fifth Third Bank			lubricants; non-chemical motor oil additives for automotive use	
US	BLUE BLOOD	8/3/10 85/098,792	1/3/12 4,078,895	CI 1: Chemical motor oil additives for automotive use CI 4: Motor oil, grease, gear oils and lubricants for automotive use; non-chemical motor oil additives for automotive use	Registered
US	MAGNUM	2/15/11 85/242,891	12/27/11 4,076,326	CI 4: Motor oil, grease, gear oils, and lubricants for automotive use; non-chemical motor oil additives for automotive use	Registered
US	MAGNUM	3/23/11 85/274,709	12/13/11 4,070,005	CI 1: Antifreeze; coolants; power steering fluid	Registered
US	RING-FREE Owner: Scot Lubricants of Pennsylvania, Inc. (Security Interest with PNC Bank, N.A.)	12/30/60 72/111,115	8/15/61 719,885	CI 15: Automatic transmission fluid	Registered
US	ROYAL SCOT Owner: Scot Lubricants of Pennsylvania, Inc.	12/9/60 72/109,980	08/15/61 719,883	CI 15: Automatic transmission fluid	Registered

				use; motor oil additives for automotive use	
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Bango Refining NV, LLC

Trademark

US	BEE GREEN (stylized)  Disclaimed: GREEN Owner: Bango Refining NV, LLC	10/5/10 85/145,476	12/27/11 4,076,015	Cl 4: Re-refined motor oils and lubricants for industrial and automotive use	Registered
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Trade Names

Trade Name	Associated Entity
CAM2	CAM2 International, LLC
Mega Power	CAM2 International, LLC
Additives Plus	CAM2 International, LLC
Omega Refining	Omega Refining, LLC
Bango Refining	Bango Refining NV, LLC

Common Law Trademarks

N/A

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