

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	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**

<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	10 South Wacker Drive
<b>Internal Address:</b>	13th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	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 9<sup>th</sup> 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.

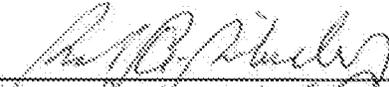
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS 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  <b>MAGNUM</b>  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	Cl 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	Cl 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**

<b>Trade Name</b>	<b>Associated Entity</b>
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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