

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:	Guggenheim Corporate Funding, LLC
Street Address:	135 East 57th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1271460	CAM2
Registration Number:	1354819	MAGNUM
Registration Number:	1680891	CAM2
Registration Number:	2227532	MEGA POWER
Registration Number:	3812832	SYNAVEX
Registration Number:	4049875	CAM2 SUPERPRO MAX
Registration Number:	4049876	CAM2 SUPERPRO
Registration Number:	4070005	MAGNUM
Registration Number:	4076326	MAGNUM
Registration Number:	4078895	BLUE BLOOD
Serial Number:	85709880	EARTH DRIVEN
Serial Number:	85980187	EARTH DRIVEN

CH \$390.00 1271460

Registration Number:	4076015	BEE GREEN
Registration Number:	0719885	RING-FREE
Registration Number:	0719883	ROYAL SCOT

CORRESPONDENCE DATA

Fax Number: 2142000558
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 214-651-5066
Email: jeff.becker@haynesboone.com
Correspondent Name: Jeffrey Becker c/o Haynes and Boone
Address Line 1: 2323 Victory Avenue, Suite 700
Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	37602.29
NAME OF SUBMITTER:	Jeffrey M. Becker
Signature:	/Jeffrey M. Becker/
Date:	09/20/2013

Total Attachments: 29
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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 **GUGGENHEIM CORPORATE FUNDING, LLC**, in its capacity as agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, Omega Holdings Company, LLC, ("Omega"), Bango Refining NV, LLC ("Bango"), CAM2 International LLC ("CAM2"), Hammond Lubricant Works LLC ("Hammond"), Omega Refining, LLC ("OR LLC" and, collectively, together with Bango, CAM2 and Hammond, "Borrowers" and each individually, a "Borrower"), certain subsidiaries of Omega parties thereto as "Loan Parties", 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, collectively with Agent, the "Lender Group"), and Agent are parties to that certain Amended and Restated Term Loan Credit Agreement dated as of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to the requirements set forth in the Credit Agreement, Grantors have entered into that certain Security Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, 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 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 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, 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 UCC) 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 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 pursuant to the 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 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 Security Agreement, the 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 SECURITY AGREEMENT,

AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, this Agreement and each of the provisions herein and the rights and obligations of the parties hereto and beneficiaries hereof are subject to the terms, conditions and requirements of the Intercreditor Agreement.

[Signature page follows]

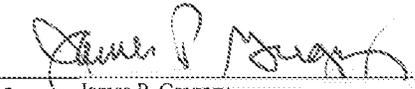
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

CAM2 INTERNATIONAL, LLC

By: 
Name: Richard A. Silverberg
Title: Manager

BANGO REFINING NV, LLC

By: 
Name: James P. Gregory
Title: Manager

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**GUGGENHEIM CORPORATE FUNDING,
LLC**

By: _____
Name:
Title:

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:
Title:

BANGO REFINING NV, LLC

By: _____
Name:
Title:

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

GUGGENHEIM CORPORATE FUNDING,
LLC



By: _____
Name: Michael Damaso
Title: Senior Managing Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005115 FRAME: 0425

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

				Cl 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	Cl 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	Cl 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	Cl 1: Drive train fluids for automatic and manual transmissions Cl 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	Cl 1: Chemical motor oil additives for automotive use Cl 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	Cl 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	Cl 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	Cl 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	Cl 15: Automatic transmission fluid	Registered

	(Security Interest with PNC Bank, N.A.)				
ALBANIA	CAM2 (MADRID)	02/01/2010 A0018572	02/01/10 1031355	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; motor oil additives for automotive use	Registered
ALBANIA	MAGNUM (MADRID)	3/3/11 A0023490	3/3/11 1071648	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; non-chemical motor oil additives for automotive use	Registered
ARGENTINA	CAM2	08/30/2010 3022561		4: Motor oil, grease, gear oils, and lubricants for automotive use; motor oil additives for automotive use	Pending
BELIZE	CAM2	02/25/2011 7553.11	08/08/11 7553.11	4: Motor oil, grease, gear oils, and lubricants for automotive use; motor oil additives for automotive use	Registered
BENELUX	CAM2		07/31/81 370,804	Industrial Oils and Greases (Other than Edible Oils/Fats); Lubricants; Dust Laying and Absorbing Compositions; Fuels	Registered

				(Including Motor Spirits) and Illuminants)	
BENIN	CAM2	03/16/2010 3201000628	10/29/10 64017	Class 4 - (OAPI includes Benin, Burkina Faso, Cameroon, Central African Republic, Chad, Congo Republic, Equatorial Guinea, Gabon, Guinea, Guinea-Bissau, Ivory Coast, Mali, Mauritaniak, Niger, Senegal and Togo)	Registered
BOSNIA and HERZEGOVINA	CAM2 (MADRID)	02/01/2010 A0018572	02/01/10 1031355	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; motor oil additives for automotive use	Registered
BOSNIA and HERZEGOVINA	MAGNUM (MADRID)	3/3/11 A0023490	3/3/11 1071648	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; non-chemical motor oil additives for automotive use	Registered
BOTSWANA	CAM2 (MADRID)	02/01/2010 A0018572	02/01/10 1031355	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; motor oil additives for	Registered

				automotive use	
BOTSWANA	MAGNUM (MADRID)	3/3/11 A0023490	3/3/11 1071648	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; non-chemical motor oil additives for automotive use	Registered
BRAZIL	CAM2	9/30/10 903001438		Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; motor oil additives for automotive use	Filed
BULGARIA	MAGNUM (MADRID)	3/3/11 A0023490	3/3/11 1071648	004: Motor oil, grease, gear oils, and lubricants for automotive use; non-chemical motor oil additives for automotive use	Registered
CANADA	MEGA POWER (Word Mark)	03/19/1992 0701207	03/04/94 TMA424605	Wares: (1) Additives for automotive engines, etc.	Registered
CANADA	MEGA POWER & DESIGN	03/03/1997 0838167	07/24/98 TMA497776	Class 1	Registered
CHINA	CAM2 (MADRID)	9/11/09 A0017140	9/11/09 1016488	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; motor oil additives for automotive use	Registered
CHINA	MEGA POWER (MADRID)	07/23/2009 A0016662	07/23/09 1011417	Cl 4: Non-chemical gasoline and motor oil	Registered

				additives	
CHINA	MAGNUM (MADRID)	3/3/11 A0023490	3/3/11 1071648	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; non-chemical motor oil additives for automotive use	Provisional Refusal
COSTA RICA	CAM2	10/12/10 2010-9357		4: Motor oil, grease, gear oils, and lubricants for automotive use; motor oil additives for automotive use	Pending
CROATIA	CAM2 (MADRID)	02/01/2010 A0018572	02/01/10 1031355	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; motor oil additives for automotive use	Registered
CROATIA	MAGNUM (MADRID)	3/3/11 A0023490	3/3/11 1071648	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; non-chemical motor oil additives for automotive use	Registered
DENMARK	CAM2	10/22/81 4456/81	4/30/82 VR198201659	Cl 4: Industrial Oils and Greases (Other than Edible Oils/Fats); Lubricants; Dist Laying and Absorbing Compositions; Fuels (Including	Registered

				Motor Spirits) and Illuminants, Candles, Tapers Night-Lights, and Wicks	
DOMINICAN REPUBLIC	CAM2	03/29/2010 2010-6669	06/30/10 181258	Class 1, 4	Registered
DOMINICAN REPUBLIC	MEGA POWER & Design			Class 1: Automotive preparations; namely, oil absorbents, fuel additives, transmission fluid, brake fluid, power steering fluid, an antifreeze Cl 4: Additives, treatments and cleaners for non-chemical gasoline, motor oils, engines and associated systems.	Pending
EUROPEAN UNION	CAM2 (MADRID)	9/2/10 A0021131	9/2/10 1050127	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; motor oil additives for automotive use	Registered
EUROPEAN UNION	MAGNUM (MADRID)	3/3/11 A0023490	3/3/11 1071648	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; non-chemical motor oil additives for	Registered

				automotive use	
EL SALVADOR	CAM2 (word mark)	03/14/2011 20110149178	9/30/11 13707	4: Motor oil, grease, gear oils, and lubricants for automotive use; motor oil additives for automotive use	Registered
FINLAND	CAM2		11/21/81 87,327-FIN	Industrial Oils and Greases (Other than Edible Oils/Fats); and Lubricants	Registered
FINLAND	CAM2	03/07/1981 1,669,472	03/27/81 1,669,472	Cl 4: Industrial Oils and Greases (Other than Edible Oils/Fats); and Lubricants	Registered
GAMBIA	CAM2	01/26/2010 8/1/2010		Class 4: Motor oil, grease, gear oils, and lubricants for automotive use; motor oil additives for automotive use	Pending, allowed
GERMANY	CAM2	12/09/1981	12/09/81 W1026530TM	Cl 4: Industrial Oils and Greases (Other than Edible Oils/Fats); Lubricants; Dust Laying and Absorbing Compositions; Fuels (Including Motor Spirits) and Illuminants	Registered
GHANA	CAM2 (MADRID)	02/01/2010 A0018572	02/01/2010 1031355	Cl 4: Motor oil, grease, gear oils, and lubricants for	Registered

				automotive use; motor oil additives for automotive use	
GHANA	MAGNUM (MADRID)	3/3/11 A0023490	3/3/11 1071648	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; non-chemical motor oil additives for automotive use	Registered
GREECE	CAM2		06/22/1989 72,576	Cl 4: Industrial oils and greases (other than edible oils/fats); and lubricants	Registered
GUATEMALA	CAM2	08/09/2010 2010-5641		Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; motor oil additives for automotive use	Pending
HONDURAS	CAM2 (word mark)	02/18/2011 6280-11	9/22/11 117376	4: Motor oil, grease, gear oils, and lubricants for automotive use; motor oil additives for automotive use	Registered
INTERNATIONAL (MADRID)	CAM2 (China, Japan, Russian Federation)	9/11/09 A0017140	9/11/09 1016488	Cl 4: Motor Oil, Grease, Gear Oils, and Lubricants for Automotive Use; Motor Oil Additives or Automotive Use	Registered
INTERNATIONAL	CAM2	9/2/10 A0021131	9/2/10 1050127	Cl 4: Motor oil, grease, gear	Registered

(MADRID)	(China [Abandoned], EU, Norway, Switzerland)			oils, and lubricants for automotive use; motor oil additives for automotive use	
INTERNATIONAL	MAGNUM (Albania, Bosnia and Herzegovina, Botswana, Bulgaria, China, Croatia, European Union, Ghana, Japan, Lesotho, Liberia, Montenegro, Mozambique, Namibia, Norway, Republic of Moldova, Romania, Russian Federation, Serbia, Sierra Leone, Swaziland, Switzerland, The Former Yugoslav Republic of Macedonia, Turkey)	3/3/11 A0023490	3/3/11 1071648	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; non-chemical motor oil additives for automotive use	Registered
INTERNATIONAL (MADRID)	MEGA POWER European Community and China	07/23/2009 A0016662	07/23/2009 1011417	Class 4 - NON- CHEMICAL GASOLINE AND MOTOR OIL ADDITIVES	Registered
INTERNATIONAL (MADRID)	MEGA POWER European Community and China	07/23/2009 A0016662	07/23/2009 1011417	Class 4 - NON- CHEMICAL GASOLINE AND MOTOR OIL ADDITIVES	Registered
INTERNATIONAL	CAM2	02/01/2010	02/01/2010	Class 4	Registered

	(ALBANIA, BOSNIA, BOTSWANA, BULGARIA, CROATIA, GHANA, LESOTHO, LIBERIA, MACEDONIA, MOLODOVA, MONTENEGRO, MOZAMBIQUE, NAMIBIA, ROMANIA, SERBIA, SIERRA LEONE, SWAZILAND and TURKEY)	A0018572	1031355		
INTERNATIONAL (MADRID)	SYNAVEX (China, Japan and Russian Federation)	11/12/2009 A0017785	11/12/2009 1021653	CLASS 1, 4	Registered
INTERNATIONAL (MADRID)	CAM2 Norway, EU, China [Abandoned], Switzerland	09/02/2010 A0021131	09/02/2010 1050127	004 Motor oil, grease, gear oils, and lubricants for automotive use; motor oil additives for automotive use	Registered
IRELAND	CAM2		11/04/1981 102,242	Cl 4: Petroleum products including: industrial oils and greases; lubricants and motor oil	Registered
JAPAN	CAM2 (MADRID)	9/11/09 A0017140	9/11/09 1016488	Cl 4: Motor oil, industrial grease, gear oils, and lubricants for automotive	Registered

				use; motor oil additives for automotive use	
JAPAN	MAGNUM (MADRID)	3/3/11 A0023490	3/3/11 1071648	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; non-chemical motor oil additives for automotive use	Provisional Refusal
LEBANON	CAM2	03/09/2010	03/09/2010 127176	Class 4 (Classes 18 and 25 in Lebanon)	Registered
LESOTHO	CAM2 (MADRID)	02/01/2010 A0018572	02/01/2010 1031355	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; motor oil additives for automotive use	Registered
LESOTHO	MAGNUM (MADRID)	3/3/11 A0023490	3/3/11 1071648	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; non-chemical motor oil additives for automotive use	Registered
LIBERIA	CAM2 (MADRID)	02/01/2010 A0018572	02/01/2010 1031355	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; motor oil additives for automotive use	Registered
LIBERIA	MAGNUM (MADRID)	3/3/11 A0023490	3/3/11 1071648	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; non-	Registered

				chemical motor oil additives for automotive use	
MEXICO	CAM2		450,471	Cl 4: Only found Spanish description of goods in file: Aceites y Grasas Industriales; Lubricantes; Productos Para Absorber, Regar y Concentrar el Polvo; Combustibles (Incluida la Gasolina Para Motores y Materias de Alumbrado; Velas, Mechas), Particularmente Aceites y Grasas Industriales, Lubricantes y Combustibles	Registered
MONTENEGRO	MAGNUM (MADRID)	3/3/11 A0023490	3/3/11 1071648	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; non-chemical motor oil additives for automotive use	Registered
MOZAMBIQUE	MAGNUM (MADRID)	3/3/11 A0023490	3/3/11 1071648	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; non-chemical motor	Registered

				oil additives for automotive use	
NAMIBIA	MAGNUM (MADRID)	3/3/11 A0023490	3/3/11 1071648	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; non-chemical motor oil additives for automotive use	Registered
NICARAGUA	CAM2 (word mark)	2/10/11 2011-000404		4: Motor oil, grease, gear oils, and lubricants for automotive use; motor oil additives for automotive use	Pending
NIGERIA	CAM2	03/19/2010 F/TM/2010/2084		Class 4	Pending
NORWAY	CAM2 (MADRID)	9/2/10 A0021131	9/2/10 1050127	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; motor oil additives for automotive use	Registered
NORWAY	MAGNUM (MADRID)	3/3/11 A0023490	3/3/11 1071648	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; non-chemical motor oil additives for automotive use	Registered
NORWAY	CAM2		03/29/1984 116,115	Cl 4: Petroleum Products Included in Class 4; Industrial Oils and Greases; Lubricants and	Registered

				Motor Oil	
PANAMA	CAM2 (word mark)	2/18/11 197656-01	2/18/11 197656-01	4:Motor oil, grease, gear oils, and lubricants for automotive use; motor oil additives for automotive use	Registered
PARAGUAY	CAM2	08/10/2010 31151		Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; motor oil additives for automotive use	Pending
PARAGUAY	CAM2		04/18/1989 213,718	Cl 4: Petroleum Products; Industrial Oils and Greases; Lubricants and Motor Oils	Registered
PUERTO RICO	CAM2		08/03/2005 65,869	Cl 4: Petroleum Products, Industrial Oils and Greases, Lubricants and Motor Oil	Registered
REPUBLIC OF MOLDOVA	MAGNUM (MADRID)	3/3/11 A0023490	3/3/11 1071648	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; non-chemical motor oil additives for automotive use	Provisional Refusal
ROMANIA	MAGNUM (MADRID)	3/3/11 A0023490	3/3/11 1071648	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; non-	Registered

				chemical motor oil additives for automotive use	
RUSSIAN FEDERATION	CAM2 (MADRID)	9/11/09 A0017140	9/11/09 1016488	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; motor oil additives for automotive use	Registered
RUSSIAN FEDERATION	MAGNUM (MADRID)	3/3/11 A0023490	3/3/11 1071648	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; non-chemical motor oil additives for automotive use	Provisional Refusal
SERBIA	MAGNUM (MADRID)	3/3/11 A0023490	3/3/11 1071648	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; non-chemical motor oil additives for automotive use	Provisional Refusal
SIERRA LEONE	MAGNUM (MADRID)	3/3/11 A0023490	3/3/11 1071648	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; non-chemical motor oil additives for automotive use	Registered
SOUTH AFRICA	CAM2	1/29/10 2010/02121		Cl 4: Motor oil, grease, gear oils and lubricants for automotive use; motor oil additives for automotive use	Pending

SPAIN	CAM2	12/10/1987 1,223,786	07/05/1982 978,580	Cl 4: Industrial Oils and Greases; Other than Edible Oils and Fats and Essential Oils; Lubricants; Dust Laying and Absorbing Compositions; Fuels (Including Motor Spirits) and Illuminants; Candles, Tapers, Night-Lights, and Wicks	Registered
SWEDEN	CAM2		10/01/1982 183,364	Cl 4: Petroleum Products; Industrial Oils and Greases; Lubricants; and Motor Oils	Registered
SWAZILAND	MAGNUM (MADRID)	3/3/11 A0023490	3/3/11 1071648	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; non-chemical motor oil additives for automotive use	Registered
SWITZERLAND	CAM2 (MADRID)	9/2/10 A0021131	9/2/10 1050127	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; motor oil additives for automotive use	Registered
SWITZERLAND	MAGNUM	3/3/11 A0023490	3/3/11 1071648	Cl 4: Motor oil, grease, gear	Registered

	(MADRID)			oils, and lubricants for automotive use; non-chemical motor oil additives for automotive use	
TAIWAN	CAM2		11/01/1982 194,738	Cl 14: Industrial oils, grease, lubricants, motor oils and other goods properly belonging to class	Registered
TAIWAN	MEGA POWER & DESIGN	86,026,874	11/30/1998 828058	1	Registered
TAIWAN	MEGA POWER & DESIGN	86,026,873	11/30/1998 841407	4	Registered
TAIWAN	MEGA POWER	828021	11/30/1998 86,026,873	1	Registered
TAIWAN	MEGA POWER	86,026,875	11/30/1998 841408	4	Registered
TURKEY	MAGNUM (MADRID)	3/3/11 A0023490	3/3/11 1071648	Cl 4: Motor oil, grease, gear oils, and lubricants for automotive use; non-chemical motor oil additives for automotive use	Provisional Refusal
URUGUAY	CAM2	08/12/2010 414859		Cl. 4: Motor oil, grease, gear oils, and lubricants for automotive use; motor oil additives for automotive use	Pending
VENEZUELA	CAM2	10/1/10 10-16495		Cl 4: Motor oil, grease, gear oils, and lubricants for automotive	Pending

				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	CI 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

Trademarks Not Currently In Use

SEE ABOVE

Trademark Licenses

CAM2 International LLC d/b/a Mega Power ¹	Aceites Grasas y Lubricantes S.A.	Distribution Agreement	1/3/11, annual renewed unless terminated by either party	Aceites has license to distribute Mega Power and CAM2 (and use of its Trademarks) in Ecuador
CAM2 International LLC d/b/a Mega Power	PartsWay Limited	Distribution Agreement	11/4/10, annual renewed for two one year renewals unless terminated by either party	PartsWay has license to distribute Mega Power and CAM2 (and use of its Trademarks) in Trinidad & Tobago
CAM2 International LLC d/b/a Additives Plus ²	Lubz Corp.	Exclusive Territory Agreement	3/6/2006, terminable upon 15 days prior written notice	Lubz has license to distribute Additives Plus and use of its Trademarks) in Southeast Asia and the Middle East
CAM2 International LLC	Superior Lubricants Plus, Inc.	Trademark License Agreement	4/26/2012 to 4/25/2017 with two five year renewal periods Terminable upon 90 days notice prior to end of original term or	Areas west of the Hudson river in the state of New York, PA counties of Erie, Warren, McKean, Potter and Tioga, Ontario Canada and Quebec Canada

¹ MegaPower plans to terminate this contract as distributor has never purchased any products for distribution.

² MegaPower plans to terminate this contract as distributor has never purchased any products for distribution.

			renewal	
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