

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM324334

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Universal Lubricants, LLC		11/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Siena Lending Group LLC		
Street Address:	1177 Summer Street		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06905		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 21			
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	
Registration Number:	3204018	SYNZOL	
Registration Number:	3236729	SYNZOL	
Registration Number:	3917822	ECO ULTRA	
Registration Number:	3917821	UNIVERSAL ECO ULTRA	
Registration Number:	4423737	CLOSED LOOP PROCESS COLLECTION SERVICING	
Registration Number:	4179437	UNIVERSAL	
Registration Number:	4400857	ECO ULTRA	
Registration Number:	4400859		
Registration Number:	4403980	SINCE 1929 UNIVERSAL LUBRICANTS, LLC	
Registration Number:	4400856	UNIVERSAL	
Registration Number:	4597811	COLLECTION, RE-REFINING, BLENDING, SERVI	
Serial Number:	86043257	ECOCLEAR	
Serial Number:	86043277	ECOCLEAR	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85747105	FLEXPAK
Serial Number:	86043220	PURE SUSTAINABILITY

CORRESPONDENCE DATA

Fax Number: 2158325619

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	140690-01016
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	11/25/2014

Total Attachments: 22

source=IP Security Agreement (Universal)#page1.tif
source=IP Security Agreement (Universal)#page2.tif
source=IP Security Agreement (Universal)#page3.tif
source=IP Security Agreement (Universal)#page4.tif
source=IP Security Agreement (Universal)#page5.tif
source=IP Security Agreement (Universal)#page6.tif
source=IP Security Agreement (Universal)#page7.tif
source=IP Security Agreement (Universal)#page8.tif
source=IP Security Agreement (Universal)#page9.tif
source=IP Security Agreement (Universal)#page10.tif
source=IP Security Agreement (Universal)#page11.tif
source=IP Security Agreement (Universal)#page12.tif
source=IP Security Agreement (Universal)#page13.tif
source=IP Security Agreement (Universal)#page14.tif
source=IP Security Agreement (Universal)#page15.tif
source=IP Security Agreement (Universal)#page16.tif
source=IP Security Agreement (Universal)#page17.tif
source=IP Security Agreement (Universal)#page18.tif
source=IP Security Agreement (Universal)#page19.tif
source=IP Security Agreement (Universal)#page20.tif
source=IP Security Agreement (Universal)#page21.tif
source=IP Security Agreement (Universal)#page22.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") made as of this 19th day of November, 2014 by UNIVERSAL LUBRICANTS, LLC, a Delaware limited liability company ("Grantor") in favor of SIENA LENDING GROUP LLC, as lender ("Lender"):

W I T N E S S E T H

WHEREAS, Grantor, RS Used Oil Services, Inc., an Illinois corporation ("RS Used Oil"), Universal Lubricants Gulf Coast, LLC, a Delaware limited liability company ("Gulf Coast"), Transport Services L.L.C., a Kansas limited liability company ("Transport Services"), Guarantee Oil Co., Inc., an Iowa corporation ("Guarantee Oil"), ULGC Sub, LLC, a Delaware limited liability company ("ULGC"), MIDSTEV Holdings, L.L.P., a Texas limited liability partnership ("MIDSTEV Holdings"), MIDSTEV Management LLC, a Texas limited liability company ("MIDSTEV Management"), Midstate Environmental Services L.P., a Texas limited partnership ("Midstate Environmental"), United Recyclers, LP, a Texas limited partnership ("United Recyclers" and, together with Grantor, RS Used Oil, Gulf Coast, Transport Services, Guarantee Oil, ULGC, MIDSTEV Holdings, MIDSTEV Management and Midstate Environment, collectively "Borrower"), UL Holding Co., LLC, a Delaware limited liability company ("Parent"), as Grantor, and Lender are parties to that certain Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrower by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of the Obligations.

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights"), together with any reissues, continuations or extensions thereof, and

all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark;

provided that, no security interest shall be granted in any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law.


3. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

4. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND GRANTOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFOREMENTIONED COURTS. GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. GRANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

* * *

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

UNIVERSAL LUBRICANTS, LLC

By: 
Randall Wilson
Secretary and Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

SIENA LENDING GROUP LLC,
as Lender

By: _____
Anthony Lavinio
Director

By: _____
Steve Sanicola
Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005408 FRAME: 0005

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

UNIVERSAL LUBRICANTS, LLC

By: _____
Randall Wilson
Secretary and Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

SIENA LENDING GROUP LLC,
as Lender




By: _____
Anthony Lavinio
Director

By: _____
Steve Sanicola
Director

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE 1

TRADEMARK REGISTRATIONS

TRADEMARKS											
Grantor	Mark	Status	Country	Serial No (Applicant on No.)	Filing Date	Pub Date	Reg No	Reg Date	Action Due	Next Due Date	Goods
Universal Lubricants, LLC	Dyna-Plex	Registered	USA	72364350	July 6, 1970	September 29, 1970	904163	December 15, 1970	Fourth renewa l	December 15, 2020	Lubricating gear oil and grease, in Class 4
Universal Lubricants, LLC	21 C	Registered	USA	74119732	December 3, 1990	July 16, 1991	1832570	April 26, 1994	Third renewa l	April 26, 2024	Long mileage petroleum -based engine oil, in Class 4
Universal Lubricants, LLC	Dyna-Plex 21 	Registered	USA	73273942	August 13, 1980	April 20, 1982	1200802	July 13, 1982	Third renewa l	July 13, 2022	Long mileage petroleum-based engine oil, in Class 4
Universal Lubricants, LLC	Dezol	Registered	USA	71566816	October 11, 1948	January 3, 1950	602075	February 15, 1955	Fourth renewa l	February 15, 2015	Lubricating oils and greases, in Class 4
Universal Lubricants, LLC	Universal 	Registered	USA	76454706	October 2, 2002	April 29, 2003	2740195	July 22, 2003	Second renewa l	July 22, 2023	Lubricating engine and industrial oils and greases, in Class 4
Universal Lubricants, LLC	Lifelines 	Registered	USA	76614484	October 1, 2004	January 10, 2006	3075286	April 4, 2006	First renewa l	April 4, 2016	Providing online non- downloadable software for use in tracking, organizing and maintenance expense and history records of heavy duty equipment, and

SCHEDULE -1

TRADEMARKS											
Grantor	Mark	Status	Country	Serial No (Applicati on No.)	Filing Date	Pub Date	Reg No	Reg Date	Action Due	Next Due Date	Goods
											procuring customized reports in connection therewith, in Class 42 Cancelled - Computer software for use in tracking, organizing and maintenance expense and history records of heavy duty equipment, and procuring customized reports in connection therewith, in Class 9.
Universal Lubricants, LLC	Synzol	Registered	USA	78863686	April 18, 2006	November 14, 2006	3204018	January 30, 2007	First renewa l	January 30, 2017	Synthetics and fluid lubricants, namely, engine, industrial, and general purpose oils and greases, for special automotive, commercial, heavy duty and industrial use, in Class 4
Universal Lubricants, LLC	Synzol	Registered	USA	78863726	April 18, 2006	February 13, 2007	3236729	May 1, 2007	First renewa l	May 1, 2017	Synthetic fluids for general use, namely, chemical petroleum additives, hydraulic fluids, heat transfer fluids, chemical compressor fluids for use in pneumatic

SCHEDULE - 1

126028.010087440044v.3
140690.010167447584v.5

TRADEMARKS											
Grantor	Mark	Status	Country	Serial No (Applicati on No.)	Filing Date	Pub Date	Reg No	Reg Date	Action Due	Next Due Date	Goods
											systems for transmitting power not for breathable air; chemical refrigerant fluids for use in extreme cold climates such as ammonia refrigerant systems; transmission fluids, chemical turbine fluids for use in stationary power generators, and circulating gearboxes; and chemicals for use in oil drilling processes, in Class 1
Universal Lubricants, LLC	Eco Ultra	Registered	USA	77839145	October 1, 2009	March 9, 2010	3917822	February 8, 2011	Declar ation of Use (Sectio n 8 Declar ation)	February 8, 2017	Fluids for general use, namely, hydraulic and transmission fluids for use in tractors in Class 1 Fluid lubricants, namely, engine and industrial oils for special automotive, commercial, heavy duty and industrial use, in Class 4

SCHEDULE - 1

126028.010087440044v.3
140690.010167447584v.5


TRADEMARKS											
Grantor	Mark	Status	Country	Serial No (Applicati on No.)	Filing Date	Pub Date	Reg No	Reg Date	Action Due	Next Due Date	Goods
Universal Lubricants, LLC	Universal Eco Ultra	Registered	USA	77839072	October 1, 2009	March 9, 2010	3917821	February 8, 2011	Declara tion of use (Sectio n 8 Declar ation)	February 8, 2017	Fluids for general use, namely, hydraulic and transmission fluids for use in tractors in Class 1 Fluid lubricants, namely, engine and industrial oils for special automotive, commercial, heavy duty and industrial use, in Class 4
Universal Lubricants, LLC	Closed Loop Process Collection Servicing Re- Refining Blending	Registered	USA	85334277	May 31, 2011	May 8, 2012	4423737	October 29, 2013	Declara tion of Use (Sectio n 8 Declar ation)	October 29, 2019	All-purpose re- refined penetrating oils and all purpose lubricants, in Class 4 Waste oil collection for recycling, in Class 37 Re-refining used oils and lubricants, in Class 40
Universal Lubricants, LLC	Universal	Registered	USA	85502240	December 22, 2011	May 8, 2012	4179437	July 24, 2012	Declara tion of Use (Sectio n 8 Declar ation)	July 24, 2018	Fluids for general use, namely, hydraulic and transmission fluids for use in automotive, commercial, heavy duty and industrial use; synthetic fluids for general use, namely, chemical

SCHEDULE - 1

TRADEMARKS											
Grantor	Mark	Status	Country	Serial No (Applicant on No.)	Filing Date	Pub Date	Reg No	Reg Date	Action Due	Next Due Date	Goods
											petroleum additives, hydraulic fluids, heat transfer fluids, chemical compressor fluids for use in pneumatic systems for transmitting power not for breathable air; chemical refrigerant fluids for use in extreme cold climates such as ammonia refrigerant systems; transmission fluids, chemical turbine fluids for use in stationary power generators, and circulating gearboxes; and chemicals for use in oil drilling processes, in Class 1 Fluid lubricants, namely, engine, industrial and general purpose oils and greases for automotive, commercial, heavy duty and industrial use; synthetic and synthetic blend fluid lubricants, namely, engine, industrial and


SCHEDULE - 1

126028.010087440044v.3
140690.010167447584v.5

TRADEMARKS											
Grantor	Mark	Status	Country	Serial No (Applicati on No.)	Filing Date	Pub Date	Reg No	Reg Date	Action Due	Next Due Date	Goods
Universal Lubricants, LLC	Eco Ultra 	Registered	USA	85502104	Decemb er 22, 2011	May 8, 2012	4400857	September 10, 2013	Declar ation of Use (Sectio n 8 Declar ation)	September 10, 2019	Fluids for general use, namely, hydraulic and transmission fluids for use in automotive, commercial, heavy duty and industrial use, in Class 1 Fluid lubricants, namely, engine and industrial oils and greases for automotive, commercial, heavy duty and industrial use; re-refined oils and lubricants, in
											general purpose oils and greases for automotive, commercial, heavy duty and industrial use; re-refined oils and lubricants, in Class 4 Waste oil collection for recycling, reuse and refining, in Class 37 Refining services, namely, re-refining used oils and lubricants, in Class 40


SCHEDULE - 1

126028.010087440044v.3
140690.010167447584v.5

TRADEMARKS											
Grantor	Mark	Status	Country	Serial No (Applicati on No.)	Filing Date	Pub Date	Reg No	Reg Date	Action Due	Next Due Date	Goods
											Class 4 Waste oil collection for recycling, reuse and refining, in Class 37
											Refining services, namely, re-refining used oils and lubricants, in Class 40
Universal Lubricants, LLC	Design Only 	Registered	USA	85502127	December 22, 2011	May 8, 2012	4400859	Septembe r 10, 2013	Declar ation of Use (Sectio n 8 Declar ation)	September 10, 2019	Fluids for general use, namely, hydraulic and transmission fluids for use in automotive, commercial, heavy duty and industrial use, in Class 1 Fluid lubricants, namely, engine and industrial oils and greases for automotive, commercial, heavy duty and industrial use; re-refined oils and lubricants, in Class 4 Waste oil collection for recycling, reuse and refining, in Class 37

SCHEDULE - 1

126028,010087440044v.3
140690,010167447584v.5

TRADEMARKS											
Grantor	Mark	Status	Country	Serial No (Applicati on No.)	Filing Date	Pub Date	Reg No	Reg Date	Action Due	Next Due Date	Goods
Universal Lubricants, LLC	Universal Lubricants, LLC Since 1929 	Registered	USA	85502139	December 22, 2011	May 8, 2012	4403980	September 17, 2013	Declara tion of Use (Section 8 Declara tion)	September 17, 2019	Fluids for general use, namely, hydraulic and transmission fluids for use in automotive, commercial, heavy duty and industrial use; synthetic fluids for general use, namely, chemical petroleum additives, hydraulic fluids, heat transfer fluids, chemical compressor fluids for use in pneumatic systems for transmitting power not for breathable air; chemical refrigerant fluids for use in extreme cold climates such as ammonia refrigerant systems; transmission fluids, chemical turbine fluids for use in stationary power generators, and circulating gearboxes; and chemicals for use in oil drilling
											Refining services, namely, re-refining used oils and lubricants, in Class 30


SCHEDULE - 1

126028.010087440044v.3
140690.010167447584v.5

TRADEMARKS											
Grantor	Mark	Status	Country	Serial No (Applcanti on No.)	Filing Date	Pub Date	Reg No	Reg Date	Action Due	Next Due Date	Goods
											processes, in Class 1
											Fluid lubricants, namely, engine, industrial and general purpose oils and greases for automotive, commercial, heavy duty and industrial use; synthetic and synthetic blend fluid lubricants, namely, engine, industrial and general purpose oils and greases for automotive, commercial, heavy duty and industrial use; re-refined oils and lubricants, in Class 4
											Waste oil collection for recycling, reuse and refining, in Class 37
											Refining services, namely, re-refining used oils and lubricants, in Class 40
Universal Lubricants, LLC	Universal	Registered	USA	85502075	December 22, 2011	May 8, 2012	4400856	September 10, 2013	Declar ation of Use	September 10, 2019	Fluids for general use, namely, hydraulic and transmission fluids for

SCHEDULE - 1

126028,010087440044v.3
140690,010167447584v.5



TRADEMARKS											
Grantor	Mark	Status	Country	Serial No (Applicati on No.)	Filing Date	Pub Date	Reg No	Reg Date	Action Due	Next Due Date	Goods
									(Section n 8 Declar ation)		use in automotive, commercial, heavy duty and industrial use; synthetic fluids for general use, namely, chemical petroleum additives, hydraulic fluids, heat transfer fluids, chemical compressor fluids for use in pneumatic systems for transmitting power not for breathable air; chemical refrigerant fluids for use in extreme cold climates such as ammonia refrigerant systems; transmission fluids, chemical turbine fluids for use in stationary power generators, and circulating gearboxes; and chemicals for use in oil drilling processes, in Class 1 Fluid lubricants, namely, engine, industrial and general purpose oils and greases for automotive,

SCHEDULE - 1

TRADEMARKS											
Grantor	Mark	Status	Country	Serial No (Applicati on No.)	Filing Date	Pub Date	Reg No	Reg Date	Action Due	Next Due Date	Goods
Universal Lubricants, LLC	COLLECTIO N, RE- REFINING, BLENDING, SERVICING and Design	Registrati on pending	USA	8574705 8	October 5, 2012	March 26, 2013	4597811	September 2, 2014	Declar ation of Use (Sectio n 8 Declar ation)	September 2, 2020	commercial, heavy duty and industrial use; synthetic and synthetic blend fluid lubricants, namely, engine, industrial and general purpose oils and greases for automotive, commercial, heavy duty and industrial use; re-refined oils and lubricants, in Class 4
											Waste oil collection for recycling, reuse and refining, in Class 37
											Refining services, namely, re-refining used oils and lubricants, in Class 40
											All-purpose re-refined penetrating oils and all- purpose lubricants, in Class 4

SCHEDULE - 1

126028.010087440044v.3
140690.010167447584v.5

TRADEMARKS											
Grantor	Mark	Status	Country	Serial No (Applicati on No.)	Filing Date	Pub Date	Reg No	Reg Date	Action Due	Next Due Date	Goods
											
Universal Lubricants, LLC	ECOCLEAR	Registrati on pending	USA	8604325 7	August 20, 2013	January 14, 2014	N/A	N/A	Statem ent of Use OR Second Reques t for Extensi on of time	March 11, 2015	Lubricating oils; base oils; lubricating base oils, in Class 4
Universal Lubricants, LLC	ECOCLEAR and Design 	Registrati on pending	USA	8604327 7	August 20, 2013	January 14, 2014	N/A	N/A	Statem ent of Use OR Second Reques t for Extensi on of Time	March 11, 2015	Lubricating oils; base oils; lubricating base oils, in Class 4
Universal Lubricants, LLC	FLEXPAC	Abandon ed June 9, 2014	USA	8574710 5	October 5, 2012	N/A	N/A	N/A	N/A	N/A	Fluids for general use, namely, hydraulic and transmission fluids for use in automotive, commercial, heavy duty and industrial use, in Class 1

SCHEDULE - 1

TRADEMARKS											
Grantor	Mark	Status	Country	Serial No (Applicati on No.)	Filing Date	Pub Date	Reg No	Reg Date	Action Due	Next Due Date	Goods
											Fluid lubricants, namely, engine and industrial oils and greases for automotive, commercial, heavy duty and industrial use; re-refined oils and lubricants, in Class 9
Universal Lubricants, LLC	PURE SUSTAINABI LITY	Registrati on pending	USA	8604322 0	August 20, 2013	January 14, 2014	N/A	N/A	Statemen ent of Use OR Second request for extensi on of time	March 11, 2015	Lubricating oils; base oils; lubricating base oils, in Class 4

N/A

PATENT REGISTRATIONS

COPYRIGHTS

Grantor	Mark	Status	Country	Reg No	Reg Date
Universal Lubricants, LLC	CLOSED LOOP PROCESS Diagram 1.	Registered	USA	VA0001841508	9/20/2012

SCHEDULE - 1

126028.010087440044v.3
140690.010167447584v.5

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :

STATE OF Kansas SS

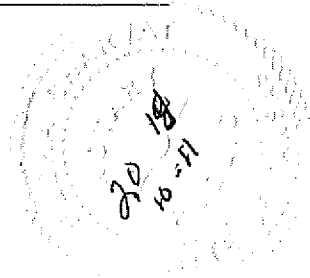
COUNTY OF County Sedwick

On this 13 day of Nov. 2014, before me personally appeared Randall Wilson, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of UNIVERSAL LUBRICANTS, LLC; that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Breka Chanat

Notary Public

My Commission Expires: 10-11-18



[Acknowledgment to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005408 FRAME: 0020

POWER OF ATTORNEY

November 19, 2014

UNIVERSAL LUBRICANTS, LLC, a Delaware limited liability company ("Grantor"), hereby authorizes SIENA LENDING GROUP LLC, its successors and assigns, and any officer or agent thereof ("Lender") under the Loan Agreement among Lender, Grantor, RS Used Oil Services, Inc., an Illinois corporation ("RS Used Oil"), Universal Lubricants Gulf Coast, LLC, a Delaware limited liability company ("Gulf Coast"), Transport Services L.L.C., a Kansas limited liability company ("Transport Services"), Guarantee Oil Co., Inc., an Iowa corporation ("Guarantee Oil"), ULGC Sub, LLC, a Delaware limited liability company ("ULGC"), MIDSTEV Holdings, L.L.P., a Texas limited liability partnership ("MIDSTEV Holdings"), MIDSTEV Management LLC, a Texas limited liability company ("MIDSTEV Management"), Midstate Environmental Services L.P., a Texas limited partnership ("Midstate Environmental"), United Recyclers, LP, a Texas limited partnership ("United Recyclers" and together with Grantor, RS Used Oil, Gulf Coast, Transport Services, Guarantee Oil, ULGC, MIDSTEV Holdings, MIDSTEV Management and Midstate Environmental, collectively, "Borrower"), UL Holding Co., LLC, a Delaware limited liability company ("Parent"), as Guarantor (as defined therein), dated of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Intellectual Property Security Agreement among Grantor and Lender dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by


virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the other Loan Documents.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney as of the date first written above.

UNIVERSAL LUBRICANTS, LLC

By: 
Randall Wilson
Secretary and Chief Financial Officer

[Signature Page to Power of Attorney to Intellectual Property Security Agreement]

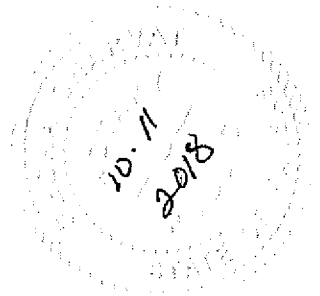
TRADEMARK
REEL: 005408 FRAME: 0023

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Kansas : SS
COUNTY OF Sedgwick :

On this 13 day of Nov 2014, before me personally appeared Randall Wilson, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of UNIVERSAL LUBRICANTS, LLC; that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Ilia Braker Charvatz
Notary Public
My Commission Expires: 10.11.18



[Acknowledgment to Power of Attorney to Intellectual Property Security Agreement]