

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353442

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marvel Oil Company, Inc.		09/01/2015	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	10 S Wacker Drive, 13th Floor		
Internal Address:	MAC N8405-131		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	0663346	MARVEL	
Registration Number:	3866681	MARVEL MYSTERY OIL	
Registration Number:	1673173	MARVEL MYSTERY OIL HONESTLY SO MM OIL	
Registration Number:	3866694	MARVEL MYSTERY OIL	
Registration Number:	3906555	MM OIL MARVEL OIL COMPANY SINCE 1923	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<i>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.</i>			
Phone:	612-766-6911		
Email:	susan.carlson@faegrebd.com		
Correspondent Name:	Susan Carlson, Faegre Baker Daniels LLP		
Address Line 1:	90 S 7th St Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		
SIGNATURE:	/e/ Susan Carlson		
DATE SIGNED:	09/01/2015		
Total Attachments: 9			

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of September 1, 2015, is made by and between Marvel Oil Company, Inc., an Illinois corporation (the "Debtor"), having a business location at the address set forth below next to its signature, and Wells Fargo Bank, National Association (together with its successors and assigns, "Secured Party"), and having a business location at the address set forth below next to its signature.

Recitals

Debtor and Turtle Wax, Inc., an Illinois corporation ("Turtle Wax"; together with Debtor, collectively, the "Borrowers" and each a "Borrower"), as borrowers, and Secured Party, as lender, are parties to a Credit and Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Credit 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 Debtor.

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

1. **Definitions.** All capitalized terms used herein 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 any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Debtor's business symbolized by the foregoing or connected therewith, and (vi) all of Debtor's rights corresponding thereto throughout the world.

2. **Security Interest.** Debtor hereby irrevocably pledges and collaterally 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 the Debtor. 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. Notwithstanding anything to the contrary and for the avoidance of doubt, the Security Interest granted herein shall not cover any Trademarks to the extent such Trademarks are excluded from the term "Collateral" pursuant to Section 3.1 of the Credit Agreement.

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

(a) Existence; Authority. The Debtor is a corporation duly organized, validly existing and in good standing under the laws of the state of Illinois, and this Agreement has been duly and validly authorized by all necessary action on the part of the Debtor.

(b) Trademarks. Exhibit A accurately lists all registered Trademarks and applications for Trademark registration owned or controlled by the Debtor as of the date set forth in Exhibit A and accurately reflects the status thereof as of the date set forth in Exhibit A. If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall, no less frequently than each quarter, deliver to Secured Party with such Compliance Certificate as due at the close said quarter in connection with the monthly financial statements of the Debtor, the other Borrowers and their respective Subsidiaries under the Credit Agreement, a replacement Exhibit A, which upon receipt by Secured Party shall become part of this Agreement.

(c) Title. The Debtor has absolute title to each Trademark listed on Exhibit A as owned by the Debtor, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor 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.

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

(e) Defense. The Debtor will, at its own expense and using commercially reasonable efforts, defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens, except to the extent otherwise expressly permitted hereunder or under the Credit Agreement or any other Loan Document.

(f) Maintenance. The Debtor will at its own expense maintain the Trademarks necessary in the conduct of the Debtor's business 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. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark that is necessary in the conduct of its business, nor fail to file any required affidavit or renewal in support thereof, without first providing Secured Party: (i) sufficient written notice, of at least 10 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. Notwithstanding anything to the contrary and for the avoidance of doubt, the Debtor will have no obligation to maintain Trademarks that are no longer used in or reasonably necessary to the conduct of its business.

(g) Secured Party's Right to Take Action. If the Debtor 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 15 Business Days following notice to the Debtor (or, in the case of the agreements contained in subsection (f), immediately upon the occurrence of such failure, without notice or lapse of time if

immediate action is necessary to maintain any Trademark as required by subsection (f)), or if the Debtor notifies Secured Party that it intends to abandon a Trademark necessary in the conduct of the Debtor's business, 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 the Debtor (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.

(h) 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 and subject to the terms of the Credit Agreement, the Debtor shall pay Secured Party promptly on written demand the amount of all moneys expended and all reasonable 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 (g) or exercising its rights under Section 5, together with interest thereon from the date expended or incurred by Secured Party at the Default Rate.

(i) Power of Attorney. Solely for purposes of, and to facilitate Secured Party's taking action under subsection (i) and exercising its rights under Section 5 (but without limiting any other appointment contained in any other Loan Document), the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of the Debtor 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 the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3 to the extent the Debtor has failed to take such action, or, necessary for Secured Party, after an Event of Default and until such Event of Default may be cured or waived in accordance with the Credit Agreement, 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 Trademarks to any third party. The Debtor 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. **Debtor's Use of the Trademarks**. The Debtor shall be permitted to control and manage its 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. **Remedies**. Upon the occurrence and during the continuance of an Event of Default, 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, the Debtor 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.

6. **Miscellaneous**. This Agreement can be waived, modified, amended, terminated or discharged only explicitly in a writing signed by Secured Party and Debtor, 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 Debtor or Secured Party 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 Debtor 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 Debtor and Secured Party and their respective participants, successors and assigns and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor 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 Debtor 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 Illinois 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.

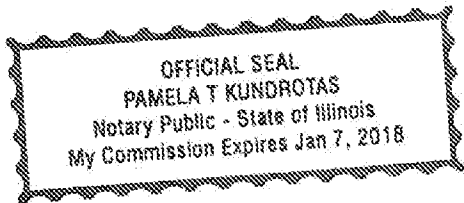
Marvel Oil Company, Inc.
625 Willowbrook Center Parkway
Willowbrook, IL 60527
Attn: General Counsel and Chief Financial Officer
Email: BSmiley@turtlewax.com

MARVEL OIL COMPANY, INC.

By: *Mark Leopold*
Name: Mark Leopold
Title: Assistant Secretary

STATE OF Illinois)
)
COUNTY OF De Wap)

The foregoing instrument was acknowledged before me this 28th day of August, 2015, by Mark Leopold, the Assistant Secretary of Marvel Oil Company, Inc., an Illinois corporation, on behalf of said corporation.



Pamela T Kundrotas
Notary Public

Signature Page to Trademark Security Agreement

EXHIBIT A

As of August 21, 2015

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL/ EXPIRATION DATE	TRADEMARK APPLICATION / SERIAL NUMBER	APPLICATION DATE
MARVEL	0663346	JUNE 24, 1958	JAN 24, 2018	72/026615	MAR 21, 1957
MARVEL OIL MYSTERY	3866681	OCT 26, 2010	OCT 26, 2020	77/891793	DEC 11, 2009
MARVEL MYSTERY OIL & DESIGN	1673173	JAN 28, 1992	JAN 28, 2022	74/148440	MAR 18, 1991
MARVEL MYSTERY OIL DESIGN	3866694	OCT 26, 2010	OCT 26, 2020	77/896732	DEC 18, 2009
MM OIL MARVEL OIL COMPANY SINCE 1923	3906555	JAN 18, 2011	JAN 18, 2021	77/896749	DEC 18, 2009

FOREIGN TRADEMARK REGISTRATIONS; FOREIGN TRADEMARK APPLICATIONS

COUNTRY:	CHINA	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL/ EXPIRATION DATE	TRADEMARK APPLICATION SERIAL NUMBER	APPLICATION DATE
MARVEL		MARVEL	4432719	MAY 7, 2015	MAY 6, 2025	4432719	DEC 24, 2004
MARVEL		MARVEL	4270742	MAY 28, 2010	MAY 27, 2020	4270742	SEP 4, 2004
MARVEL (MO LE) IN CHINESE		MARVEL (MO LE) IN CHINESE	4064014	JAN 21, 2007	JAN 20, 2017		MAY 14, 2004
MARVEL IN CHINESE		MARVEL IN CHINESE	4301779	FEB 7, 2008	FEB 6, 2018	4301779	OCT 9, 2004

Exhibit A

CHARACTERS

MARVEL MYSTERY OIL 4270741 OCT 28, 2007 OCT 7, 2017 4270741 SEP 15, 2004

COUNTRY: EUROPEAN COMMUNITY

TRADEMARK REGISTRATION NUMBER 1582725 REGISTRATION DATE AUG 27, 2001 RENEWAL/ EXPIRATION DATE MAR 29, 2020 TRADEMARK APPLICATION SERIAL NUMBER 1582725 APPLICATION DATE MAR 29, 2000

MARVEL 1582725 AUG 27, 2001 MAR 29, 2020 1582725 MAR 29, 2000

COUNTRY: IRELAND

TRADEMARK REGISTRATION NUMBER 215622 REGISTRATION DATE OCT 5, 1999 RENEWAL/ EXPIRATION DATE OCT 4, 2019 TRADEMARK APPLICATION SERIAL NUMBER 99/3438 APPLICATION DATE OCT 5, 1999

MARVEL 215622 OCT 5, 1999 OCT 4, 2019 99/3438 OCT 5, 1999

COUNTRY: MALAYSIA

TRADEMARK REGISTRATION NUMBER 3001524 REGISTRATION DATE FEB 10, 2003 RENEWAL/ EXPIRATION DATE FEB 10, 2023 TRADEMARK APPLICATION SERIAL NUMBER 3001524 APPLICATION DATE FEB 10, 2003

MARVEL MYSTERY OIL 3001524 FEB 10, 2003 FEB 10, 2023 3001524 FEB 10, 2003

COUNTRY: MEXICO

TRADEMARK REGISTRATION NUMBER 131127 REGISTRATION DATE AUG 19, 1966 RENEWAL/ EXPIRATION DATE JAN 27, 2021 TRADEMARK APPLICATION SERIAL NUMBER 504465 APPLICATION DATE JAN 27, 1966

MARVEL STYLIZED 131127 AUG 19, 1966 JAN 27, 2021 504465 JAN 27, 1966

Exhibit A

COUNTRY: TAIWAN

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL/ EXPIRATION DATE	TRADEMARK APPLICATION SERIAL NUMBER	APPLICATION DATE
MARVEL	1051821	AUG 1, 2003	JUL 31, 2023	91028209	JULY 3, 2002

Exhibit A