

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
---

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM392365

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RELADYNE LLC		07/22/2016	Limited Liability Company: DELAWARE
FOUR O CORPORATION		07/22/2016	Corporation: OHIO
SUNWELL CORPORATION		07/22/2016	Corporation: TEXAS
MID-TOWN PETROLEUM ACQUISITION LLC		07/22/2016	Limited Liability Company: DELAWARE
PALATINE OIL, LLC		07/22/2016	Limited Liability Company: DELAWARE
PARKER OIL COMPANY LLC		07/22/2016	Limited Liability Company: DELAWARE
PAULSON OIL ACQUISITION COMPANY LLC		07/22/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLUB CAPITAL MARKETS LLC, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	150 S. WACKER DRIVE, SUITE 800		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4968009	DURAMAX	
<b>Registration Number:</b>	4752373	DURAMAX	
<b>Registration Number:</b>	4442721	OIL DISTRIBUTING COMPANY	
<b>Registration Number:</b>	4042928	DURAMAX	
<b>Registration Number:</b>	3704160	ALLFLEET	
<b>Registration Number:</b>	3601529	SUPER BRAND	
<b>Registration Number:</b>	3611466	MID-TOWN	
<b>Registration Number:</b>	4114312	POC XPRESS	
<b>Registration Number:</b>	4200929	FUEL FREEZE	
<b>Registration Number:</b>	4124768	POC	

CH \$615.00 4968009

Property Type	Number	Word Mark
Registration Number:	4124719	PALATINE OIL CO., INC.
Registration Number:	1977013	FUEL FREEDOM CARD
Registration Number:	3820365	FPS FUEL PERFORMANCE SOLUTIONS
Registration Number:	4531868	RELADYNE RELIABILITY IN MOTION
Registration Number:	4419912	ARMOR TRAC
Registration Number:	4441032	RELATECH
Registration Number:	3809310	FPS
Registration Number:	4161549	RELADYNE
Registration Number:	4154371	RELADYNE
Registration Number:	3536614	A FIRST PRIORITY SERVICE
Registration Number:	3572975	KEEPFULL
Registration Number:	2730346	REDIFUEL
Serial Number:	86818211	PETROCLEAN
Serial Number:	86603197	FPS FUEL PERFORMANCE SOLUTIONS

**CORRESPONDENCE DATA**

**Fax Number:** 3125774565

*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:** 3125778265

**Email:** kristin.brozovic@kattenlaw.com

**Correspondent Name:** Kristin Brozovic C/O Katten

**Address Line 1:** 525 W Monroe Street

**Address Line 4:** Chicago, ILLINOIS 60661

**ATTORNEY DOCKET NUMBER:** 337968-242

**NAME OF SUBMITTER:** Kristin Brozovic

**SIGNATURE:** /Kristin Brozovic/

**DATE SIGNED:** 07/22/2016

**Total Attachments: 7**

source=Executed - RelaDyne - Trademark Security Agreement#page1.tif

source=Executed - RelaDyne - Trademark Security Agreement#page2.tif

source=Executed - RelaDyne - Trademark Security Agreement#page3.tif

source=Executed - RelaDyne - Trademark Security Agreement#page4.tif

source=Executed - RelaDyne - Trademark Security Agreement#page5.tif

source=Executed - RelaDyne - Trademark Security Agreement#page6.tif

source=Executed - RelaDyne - Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 22, 2016, is made by RelaDyne LLC, a Delaware limited liability company, Four-O Corporation, an Ohio corporation, Sunwell Corporation, a Texas corporation, Mid-Town Petroleum Acquisition LLC, a Delaware limited liability company, Palatine Oil, LLC, a Delaware limited liability company, Paulson Oil Acquisition Company LLC, a Delaware limited liability company and Parker Oil Company, LLC, a Delaware limited liability company (each a “Grantor” and collectively the “Grantors”), in favor of Golub Capital Markets LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 22, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among RelaDyne Inc., a Delaware corporation and successor by merger to REL Merger Sub Corp., a Delaware corporation (the “Borrower”), REL Holding Corp., a Delaware corporation (“Holdings”), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto, Golub Capital Markets LLC, as Administrative Agent and Revolver Agent for the Lenders, the Syndication Agent party thereto, the Co-Documentation Agents party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Each Grantor (other than the Borrower and its predecessor in interest) has agreed, pursuant to a Guaranty and Security Agreement of even date with Credit Agreement in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower and its predecessor in interest; and

WHEREAS, Each Grantor is party to the Guaranty and Security Agreement pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower and its predecessor in interest thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantors, hereby pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of each Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks (other than any “intent-to-use” Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. In the event of any conflict between this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) and cash collateralization of Letters of Credit. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

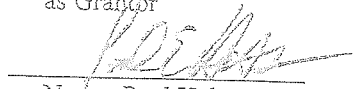
Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

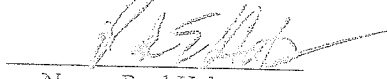
IN WITNESS WHEREOF, Each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

RELADYNE LLC  
as Grantor

By:   
Name: Paul Helton  
Title: Chief Financial Officer

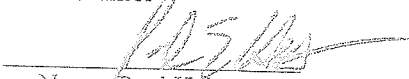
FOUR O CORPORATION  
as Grantor

By:   
Name: Paul Helton  
Title: Chief Financial Officer

SUNWELL CORPORATION  
as Grantor

By:   
Name: Paul Helton  
Title: Chief Financial Officer


MID-TOWN PETROLEUM ACQUISITION LLC  
as Grantor

By:   
Name: Paul Helton  
Title: Chief Financial Officer

PALATINE OIL, LLC  
as Grantor

By:   
Name: Paul Helton  
Title: Chief Financial Officer

PARKER OIL COMPANY LLC  
as Grantor

By:   
Name: Paul Helton  
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

PAULSON OIL ACQUISITION COMPANY LLC  
as Grantor

By:



Name: Paul Helton

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005839 FRAME: 0223**

ACCEPTED AND AGREED  
as of the date first above written:

GOLUB CAPITAL MARKETS LLC  
as Administrative Agent

By: 

Name: Robert G. Tuchscherer  
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005839 FRAME: 0224**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Title	Application No	Application Date	Registration No	Registration Date	Owner
DURAMAX	86755376	9/14/15	4968009	5/31/16	Four O Corporation
DURAMAX	85894971	4/4/13	4752373	6/9/15	Four O Corporation
OIL DISTRIBUTING COMPANY	85844367	2/8/13	4442721	12/3/13	Four O Corporation
DURAMAX	85038828	5/14/10	4042928	10/18/11	Four O Corporation
ALLFLEET	77502649	6/19/08	3704160	11/3/09	Mid-Town Petroleum Acquisition, LLC
SUPERBRAND	77502747	6/19/08	3601529	4/7/09	Mid-Town Petroleum Acquisition, LLC
MID-TOWN	77502757	6/19/08	3611466	4/28/09	Mid-Town Petroleum Acquisition, LLC
POC XPRESS	85363205	7/5/11	4114312	3/20/12	Palatine Oil, LLC
FUEL FREEZE	86363209	7/5/11	4200929	9/4/12	Palatine Oil, LLC
POC	85358696	6/28/11	4124768	4/10/12	Palatine Oil, LLC
PALATINE OIL CO., INC.	85349620	6/17/11	4124719	4/10/12	Palatine Oil, LLC
FUEL FREEDOM CARD	74350357	1/19/93	1977013	5/28/96	Parker Oil Company
FPS FUEL PERFORMANCE SOLUTIONS	77739637	5/18/09	3820365	7/20/10	Paulson Oil Acquisition Company LLC



<b>Title</b>	<b>Application No</b>	<b>Application Date</b>	<b>Registration No</b>	<b>Registration Date</b>	<b>Owner</b>
RELADYNE RELIABILITY IN MOTION	85862437	2/28/13	4531868	5/20/14	RelaDyne, LLC
ARMOR TRAC	85809272	12/21/12	4419912	10/15/13	RelaDyne, LLC
RELATECH	85665541	6/29/12	4441032	11/26/13	RelaDyne, LLC
FPS	77739579	5/18/09	3809310	6/29/10	RelaDyne, LLC
RELADYNE	77616676	11/18/08	4161549	6/19/12	RelaDyne, LLC
RELADYNE	77616021	11/17/08	4154371	6/5/12	RelaDyne, LLC
A FIRST PRIORITY SERVICE	77444597	4/10/08	3536614	11/25/08	Sunwell Corporation
KEEPFULL	76669883	12/4/06	3572975	2/10/09	Sunwell Corporation
REDIFUEL	76334158	11/5/01	2730346	6/24/03	Sunwell Corporation

2. TRADEMARK APPLICATIONS

PETROCLEAN	86818211	11/12/15	N/A	N/A	RelaDyne, LLC
FPS FUEL PERFORMANCE SOLUTIONS	86603197	4/20/15	N/A	N/A	RelaDyne, LLC