

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394567

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARKSECURITY AGREEMENT (SECOND LIEN)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PETROCHOICE DYNAMO LLC		05/02/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Collateral Agent
Street Address:	745 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	0602075	DEZOL
Registration Number:	0904163	DYNA-PLEX
Registration Number:	1200802	DYNA-PLEX 21C
Registration Number:	2740195	UNIVERSAL
Registration Number:	3075286	LIFELINES
Registration Number:	3204018	SYNZOL
Registration Number:	3236729	SYNZOL
Registration Number:	3917821	UNIVERSAL ECO ULTRA
Registration Number:	3917822	ECO ULTRA
Registration Number:	4179437	UNIVERSAL
Registration Number:	4400856	UNIVERSAL
Registration Number:	4400857	ECO ULTRA
Registration Number:	4400859	
Registration Number:	4403980	SINCE 1929 UNIVERSAL LUBRICANTS, LLC
Registration Number:	4423737	CLOSED LOOP PROCESS COLLECTION SERVICING
Registration Number:	4597811	COLLECTION, RE-REFINING, BLENDING, SERVI
Registration Number:	4703273	COLLECTION RE-REFINING BLENDING SERVICIN
Serial Number:	86918736	ENGINE GUARD

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86918767	ENGINE V GUARD

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	039269-0416
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	08/10/2016

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

May 2, 2016

WHEREAS, PETROCHOICE DYNAMO LLC, a Delaware limited liability company (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a Security Agreement (Second Lien) dated as of August 21, 2015 (as amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and Barclays Bank PLC, as the Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all (a) trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (“**Trademarks**”), (b) Trademark registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof (including, without limitation, the trademarks set forth on Schedule A annexed hereto), and (c) common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof;
- (ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral;

(iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing, and all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto and all agreements relating to the license, ownership, development, use or disclosure of any of the foregoing;

(v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world; and

(vi) all Proceeds thereof.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

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

PETROCHOICE DYNAMO LLC


By: 
Name: Christopher Laws
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement (Second Lien)]

**TRADEMARK
REEL: 005852 FRAME: 0803**

Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent


By: 
Name: _____
Title:

Daniel Hunter Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademarks:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration / Appl. Number</u>	<u>Registration / Appl. Date</u>
PetroChoice Dynamo LLC	DEZOL	602075	February 15, 1955
PetroChoice Dynamo LLC	DYNA-PLEX	904163	December 15, 1970
PetroChoice Dynamo LLC	DYNA-PLEX 21C	1200802	July 13, 1982
PetroChoice Dynamo LLC	UNIVERSAL and Design	2740195	July 22, 2003
PetroChoice Dynamo LLC	LIFELINES and Design	3075286	April 4, 2006
PetroChoice Dynamo LLC	SYNZOL	3204018	January 30, 2007
PetroChoice Dynamo LLC	SYNZOL	3236729	May 1, 2007
PetroChoice Dynamo LLC	UNIVERSAL ECO ULTRA	3917821	February 8, 2011
PetroChoice Dynamo LLC	ECO ULTRA	3917822	February 8, 2011
PetroChoice Dynamo LLC	UNIVERSAL	4179437	July 24, 2012
PetroChoice Dynamo LLC	UNIVERSAL and Design	4400856	September 10, 2013
PetroChoice Dynamo LLC	ECO ULTRA and Design	4400857	September 10, 2013
PetroChoice Dynamo LLC		4400859	September 10, 2013
PetroChoice Dynamo LLC	SINCE 1929 UNIVERSAL LUBRICANTS, LLC and Design	4403980	September 17, 2013
PetroChoice Dynamo LLC	CLOSED LOOP PROCESS COLLECTION SERVICING RE- REFINING BLENDING and Design	4423737	October 29, 2013
PetroChoice Dynamo LLC	COLLECTION, RE- REFINING, BLENDING, SERVICING and Design	4597811	September 2, 2014
PetroChoice Dynamo LLC	COLLECTION, RE- REFINING, BLENDING, SERVICING	4703273	March 17, 2015
PetroChoice Dynamo LLC	ENGINE GUARD	86918736	February 24, 2016
PetroChoice Dynamo LLC	ENGINE V GUARD	86918767	February 24, 2016