

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424032

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Apollo Lubricants, LLC | | 04/05/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Fidus Investment Corporation, as Agent | | |
| Street Address: | 1603 Orrington Avenue | | |
| Internal Address: | Suite 1005 | | |
| City: | Evanston | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60201 | | |
| Entity Type: | Corporation: MARYLAND | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5068374 | CRUISE O' MATIC | |
| Registration Number: | 5068375 | CRUISE MASTER | |
| Registration Number: | 1756318 | GLACIER-GUARD | |
| Serial Number: | 87268379 | TEXAS RED | |
| Serial Number: | 87154070 | PURELUBE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7043393470 | | |
| <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> | | | |
| Email: | ecampbell@robinsonbradshaw.com | | |
| Correspondent Name: | Elizabeth Campbell | | |
| Address Line 1: | 101 N. Tryon Street | | |
| Address Line 2: | Suite 1900 | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28246 | | |
| NAME OF SUBMITTER: | Elizabeth Campbell | | |
| SIGNATURE: | /Elizabeth Campbell/ | | |
| DATE SIGNED: | 04/18/2017 | | |

OP \$140.00 5068374

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 5th day of April 2017, by APOLLO LUBRICANTS, LLC a Delaware limited liability company ("Grantor"), in favor of Fidus Investment Corporation, a Maryland corporation, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Senior Subordinated Credit Agreement dated as of November 10, 2016 (as amended by the Consent and First Amendment to Senior Subordinated Credit Agreement, dated as of April 5, 2017, and as otherwise amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of November 10, 2016, among Grantor, one or more of its affiliates, and Grantee (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, 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 (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance 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 Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a lien on and 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:

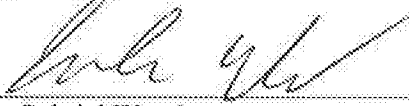
(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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

[Signature page follows]

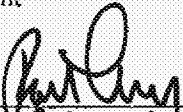
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

APOLLO LUBRICANTS, LLC, a Delaware limited liability company

By: 
Name: Gabriel Wood
Title: Secretary

Agreed and Accepted
As of the Date First Written Above

FIDUS INVESTMENT CORPORATION,
as Agent

By: 
Name: Robert LeClary
Title: Authorized Signer

Trademark Security Agreement (Pugh)

TRADEMARK
REEL: 006035 FRAME: 0979

SCHEDULE 1

Trademark Registrations

| <u>Trademark Description</u> | <u>U.S. Registration No.</u> | <u>Date Registered</u> |
|------------------------------|------------------------------|------------------------|
| CRUISE O`MATIC | 5068374 | 10/25/2016 |
| CRUISE MASTER | 5068375 | 10/25/2016 |
| GLACIER-GUARD | 1756318 | 3/9/1993 |

Trademark Applications

| <u>Trademark Application Description</u> | <u>U.S. Application No.</u> | <u>Date Applied</u> |
|--|-----------------------------|---------------------|
| TEXAS RED | 87268379 | 12/14/2016 |
| PURELUBE | 87154070 | 8/29/2016 |