

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429554

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Penray Companies, Inc.		06/01/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	2432928	FILL-FOR-LIFE	
Registration Number:	2013769	HAFI	
Registration Number:	2401538	WINTER THAW	
Registration Number:	2077970	PENCOOL	
Registration Number:	1389581	STABIL-AID	
Registration Number:	1230725	COOL-TEC	
Registration Number:	4671724	FUEL PREP	
Registration Number:	1753500	NEED-RELEASE	
Registration Number:	1886841	PENRAY	
Registration Number:	1216321	PENRAY	
Registration Number:	1233183	PENRAY	
Registration Number:	1283939	PENRAY	
Registration Number:	1803006	SUPER-X	
Registration Number:	1803020	SUPER-X	
Registration Number:	1803027	SUPER-X	
Registration Number:	1067062	SUPER X	
Registration Number:	1358700	WINTER POW-R PLUS	
Registration Number:	0691158	WRENCH-EZE	
Registration Number:	3285217	POW-R PERFORMANCE	

CH \$740.00 2432928

Property Type	Number	Word Mark
Registration Number:	3343229	FILL-FOR-LIFE
Registration Number:	4472032	PENRAY PLUS
Registration Number:	4472031	PENRAY PLUS
Registration Number:	4381331	LIQUID TUNE-UP
Registration Number:	4813287	P
Registration Number:	4573311	P
Registration Number:	4867440	P
Registration Number:	4818314	P
Registration Number:	4867441	P
Registration Number:	4725386	POW-R 365

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	387132-24
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	06/01/2017

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2017, is made by The Penray Companies, Inc., a Delaware corporation (the “Grantor”), in favor of Antares Capital LP (“Antares”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “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 31, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of July 31, 2015 in favor of the 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

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the 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 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 thereunder, the Grantor hereby agrees with the 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. Subject to any exceptions and limitations set forth in, and the other terms and conditions of, the Guaranty and Security Agreement, the 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 the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those Trademark registrations and applications 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 Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. 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.

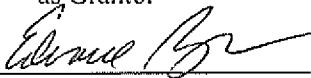
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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,

THE PENRAY COMPANIES, INC.,
as Grantor

By: 
Name: Edward Byczynski
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006074 FRAME: 0434

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By: 

Name: Amy L. Krebs
Its: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Mark	Jurisdiction	Reg. No.	Current Owner of Record
FILL-FOR-LIFE	U.S.	2,432,928	The Penray Companies, Inc.
HAFI	U.S.	2,013,769	The Penray Companies, Inc.
WINTER THAW	U.S.	2,401,538	The Penray Companies, Inc.
PENCOOL	U.S.	2,077,970	The Penray Companies, Inc.
STABIL-AID	U.S.	1,389,581	The Penray Companies, Inc.
COOL-TEC	U.S.	1,230,725	The Penray Companies, Inc.
FUEL PREP	U.S.	4,671,724	The Penray Companies, Inc.
NEED-RELEASE	U.S.	1,753,500	The Penray Companies, Inc.
PENRAY LOGO	U.S.	1,886,841	The Penray Companies, Inc.
PENRAY	U.S.	1,216,321	The Penray Companies, Inc.
PENRAY	U.S.	1,233,183	The Penray Companies, Inc.
PENRAY	U.S.	1,283,939	The Penray Companies, Inc.
SUPER-X	U.S.	1,803,006	The Penray Companies, Inc.
SUPER-X	U.S.	1,803,020	The Penray Companies, Inc.
SUPER-X	U.S.	1,803,027	The Penray Companies, Inc.
SUPER-X	U.S.	1,067,062	The Penray Companies, Inc.
WINTER POW-R PLUS	U.S.	1,358,700	The Penray Companies, Inc.
WRENCH-EZE	U.S.	691,158	The Penray Companies, Inc.

Mark	Jurisdiction	Reg. No.	Current Owner of Record
POW-R PERFORMANCE	U.S.	3,285,217	The Penray Companies, Inc.
FILL-FOR-LIFE	U.S.	3,343,229	The Penray Companies, Inc.
PENRAY PLUS (CL 1)	U.S.	4,472,032	The Penray Companies, Inc.
PENRAY PLUS (CL 3)	U.S.	4,472,031	The Penray Companies, Inc.
LIQUID TUNE-UP	U.S.	4,381,331	The Penray Companies, Inc.
P Logo (CL 1)	U.S.	4,813,287	The Penray Companies, Inc.
P Logo (CL 7)	U.S.	4,573,311	The Penray Companies, Inc.
P Logo (CL 2)	U.S.	4,867,440	The Penray Companies, Inc.
P Logo (CL 3)	U.S.	4,818,314	The Penray Companies, Inc.
P Logo (CL 4)	U.S.	4,867,441	The Penray Companies, Inc.
POW-R 365	U.S.	4,725,386	The Penray Companies, Inc.
SUPER X	Australia	B498,802	The Penray Companies, Inc.
SUPER-X	Australia	B498,803	The Penray Companies, Inc.
SUPER-X	Australia	B498,804	The Penray Companies, Inc.
SUPER X	Australia	B498,805	The Penray Companies, Inc.
PENRAY	Australia	A375,227	The Penray Companies, Inc.
PENRAY	Australia	A375,228	The Penray Companies, Inc.
PENRAY	Australia	A375,229	The Penray Companies, Inc.
PENRAY (LOGO)	Australia	610,730	The Penray Companies, Inc.
PENCOOL	Brazil	820547425	The Penray Companies, Inc.
STABIL-AID	Canada	396,378	The Penray Companies, Inc.

Mark	Jurisdiction	Reg. No.	Current Owner of Record
WINTER POW-R PLUS	Canada	546,618	The Penray Companies, Inc.
NEED-RELEASE	Canada	428,050	The Penray Companies, Inc.
PENRAY (BLOCK LETTERS)	Canada	TMA457,136	The Penray Companies, Inc.
PENRAY (LOGO W/ TRIANGLE)	Canada	TMA465,320	The Penray Companies, Inc.
PENCOOL	Canada	462,915	The Penray Companies, Inc.
ADDI-PAK	Canada	580,306	The Penray Companies, Inc.
POW-R PERFORMANCE	Canada	TMA 721,917	The Penray Companies, Inc.
PENCOOL	China	1,118,657	The Penray Companies, Inc.
PENRAY (CL 3)	China	1,128,408	The Penray Companies, Inc.
PENRAY (CL 4)	China	1,128,786	The Penray Companies, Inc.
SUPER-X	China	1,128,411	The Penray Companies, Inc.
PENRAY (CL 1)	China	1,130,093	The Penray Companies, Inc.
PENRAY	Greece	58610	The Penray Companies, Inc.
PENRAY	India	1500001	The Penray Companies, Inc.
PENRAY (CL 3)	Indonesia	515618	The Penray Companies, Inc.
PENRAY (CL 4)	Indonesia	515617	The Penray Companies, Inc.
PENRAY (CL 1)	Indonesia	515616	The Penray Companies, Inc.
SUPER-X (Class 1)	Israel	212,061	The Penray Companies, Inc.
SUPER-X (Class 3)	Israel	212,062	The Penray Companies, Inc.
PENRAY	Japan	2,464,140	The Penray Companies, Inc.
PENRAY (CL 2)	Kuwait		The Penray Companies, Inc.

Mark	Jurisdiction	Reg. No.	Current Owner of Record
PENRAY (CL 3)	Kuwait		The Penray Companies, Inc.
PENRAY (CL 1)	Kuwait		The Penray Companies, Inc.
PENRAY (CL 4)	Kuwait		The Penray Companies, Inc.
PENRAY	Malaysia	07016544	The Penray Companies, Inc.
PENRAY (CL 1)	Malaysia	07016543	The Penray Companies, Inc.
PENRAY (CL 4)	Malaysia	07016545	The Penray Companies, Inc.
PENCOOL	Mexico	554,701	The Penray Companies, Inc.
PENCOOL	Mexico	573,321	The Penray Companies, Inc.
PENRAY	Mexico	554,702	The Penray Companies, Inc.
PENRAY	Mexico	573,323	The Penray Companies, Inc.
PENRAY	Mexico	560,073	The Penray Companies, Inc.
SUPER-X	Mexico	573,319	The Penray Companies, Inc.
SUPER-X	Mexico	573,320	The Penray Companies, Inc.
SUPER-X	Mexico	573,322	The Penray Companies, Inc.
NEED-RELEASE	Mexico	606,651	The Penray Companies, Inc.
POW-R PERFORMANCE	Mexico	1039709	The Penray Companies, Inc.
BIODRIVE	Mexico	1,048,974	The Penray Companies, Inc.
SUPER-X	Poland	113,248	The Penray Companies, Inc.
SUPER-X	Poland	122,637	The Penray Companies, Inc.
PENRAY	RUSSIA	169094	The Penray Companies, Inc.
PENRAY (CL 1)	Saudi Arabia	1437021796	The Penray Companies, Inc.

Mark	Jurisdiction	Reg. No.	Current Owner of Record
PENRAY (CL 2)	Saudi Arabia	1437021797	The Penray Companies, Inc.
PENRAY (CL 3)	Saudi Arabia	1437021798	The Penray Companies, Inc.
PENRAY (CL 4)	Saudi Arabia	1437021799	The Penray Companies, Inc.
PENRAY	Turkey	186977	The Penray Companies, Inc.
SUPER X	Turkey	187594	The Penray Companies, Inc.

TRADEMARK APPLICATIONS

None.