

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM437688

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RelaDyne LLC		07/28/2017	Limited Liability Company: DELAWARE
Four-O Corporation		07/28/2017	Corporation: OHIO
Sunwell Corporation		07/28/2017	Corporation: TEXAS
Mid-Town Petroleum Acquisition LLC		07/28/2017	Limited Liability Company: DELAWARE
Palatine Oil, LLC		07/28/2017	Limited Liability Company: DELAWARE
Paulson Oil Acquisition Company LLC		07/28/2017	Limited Liability Company: DELAWARE
Parker Oil Company, LLC		07/28/2017	Limited Liability Company: DELAWARE
Reladyne Mid-South, Inc.		07/28/2017	Corporation: TENNESSEE
Western Marketing, Inc.		07/28/2017	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as Administrative Agent		
<b>Street Address:</b>	209 S. Lasalle St., Suite 300		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60604		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4442721	OIL DISTRIBUTING COMPANY	
<b>Registration Number:</b>	4042928	DURAMAX	
<b>Registration Number:</b>	4419912	ARMOR TRAC	
<b>Registration Number:</b>	4752373	DURAMAX	
<b>Registration Number:</b>	4968009	DURAMAX	
<b>Registration Number:</b>	4441032	RELATECH	
<b>Registration Number:</b>	4154371	RELADYNE	
<b>Registration Number:</b>	4161549	RELADYNE	

OP \$790.00 4442721

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4531868	RELADYNE RELIABILITY IN MOTION
Serial Number:	86603197	FPS FUEL PERFORMANCE SOLUTIONS
Registration Number:	3809310	FPS
Registration Number:	3820365	FPS FUEL PERFORMANCE SOLUTIONS
Registration Number:	5006637	PETROCLEAN
Registration Number:	5111039	TURBOFLUSH
Registration Number:	5111041	PETROQUIP
Registration Number:	5111040	LUBESERV
Registration Number:	3536614	A FIRST PRIORITY SERVICE
Registration Number:	3704160	ALLFLEET
Registration Number:	1977013	FUEL FREEDOM CARD
Registration Number:	4200929	FUEL FREEZE
Registration Number:	3572975	KEEPFULL
Registration Number:	3611466	MID-TOWN
Registration Number:	4124719	PALATINE OIL CO., INC.
Registration Number:	4124768	POC
Registration Number:	4114312	POC XPRESS
Registration Number:	2730346	REDIFUEL
Registration Number:	3601529	SUPER BRAND
Registration Number:	4653760	VALUE CHOICE
Registration Number:	4653759	VALUE CHOICE
Registration Number:	4587160	PREFERRED CHOICE
Registration Number:	2251354	PREFERRED CHOICE

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 860-240-2834  
**Email:** nicole.pappa@morganlewis.com  
**Correspondent Name:** Nicole Pappa  
**Address Line 1:** Morgan Lewis & Bockius LLP  
**Address Line 2:** One State Street  
**Address Line 4:** Hartford, CONNECTICUT 06103

<b>NAME OF SUBMITTER:</b>	Nicole Pappa
<b>SIGNATURE:</b>	/s/ Nicole Pappa
<b>DATE SIGNED:</b>	08/02/2017

**Total Attachments: 6**  
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 28, 2017, 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, Parker Oil Company, LLC, a Delaware limited liability company, Reladyne Mid-South, Inc., a Tennessee corporation and Western Marketing, Inc., a Texas corporation (each a “Grantor” and collectively the “Grantors”), in favor of U.S. Bank National Association, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuer (as defined in the Loan Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of July 28, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among RelaDyne Inc., a Delaware corporation (the “Borrower”), the other Credit Parties, the Lenders and the L/C Issuer from time to time party thereto and the Administrative Agent, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Each Grantor has agreed, pursuant to the Loan Agreement to guarantee the Obligations (as defined in the Loan Agreement) of the Borrower; and

WHEREAS, Each Grantor is party to the Loan 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 Issuer and the Administrative Agent to enter into the Loan Agreement and to induce the Lenders and the L/C Issuer to make their respective loans and extensions of credit to the Borrower, 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 Loan 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 Obligations, 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. Loan 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 Loan 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 Loan 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 Loan Agreement, the Loan 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 Loan 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 (a) the payment and performance in full of the Obligations (other than any outstanding indemnification obligations) and cash collateralization of Letters of Credit and (b) such time as no Lender or any other Person shall have any obligation to grant, and no Person shall have any further right to obtain, any loans, letters of credit, bankers' acceptances, or other extensions of credit under the documents relating to the Obligations. 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 in accordance with the internal laws (but otherwise without regard to the conflict of laws provisions) of the State of New York, but giving effect to federal laws applicable to national banks.

[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  
FOUR-O CORPORATION  
PAULSON OIL ACQUISITION COMPANY LLC  
SUNWELL CORPORATION  
MID-TOWN PETROLEUM ACQUISITION LLC  
PALATINE OIL, LLC  
PARKER OIL COMPANY, LLC  
RELADYNE MID-SOUTH, INC.  
WESTERN MARKETING, INC., each as a Grantor

By: \_\_\_\_\_

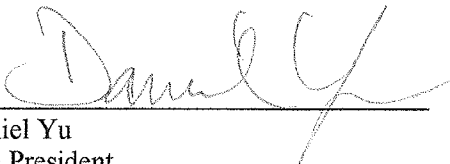


Name: Paul Helton

Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: Daniel Yu  
Title: Vice President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Owner	Jurisdiction	Status	App. No.	App. Date	Reg. No.	Reg. Date
MECHANIC'S PRIDE	FOUR O CORPORATION, DBA Oil Distributing Company	Ohio	Registered	14758	05/24/1996	14758	05/24/1996
OIL DISTRIBUTING COMPANY (stylized/design)	FOUR O CORPORATION, DBA Oil Distributing Company	United States	Registered	85/844,367	02/08/2013	4,442,721	12/03/2013
DURAMAX & Design	FOUR O CORPORATION, DBA Oil Distributing Company	United States	Registered	85/038,828	05/14/2010	4,042,928	10/18/2011
ARMOR TRAC	RelaDyne, LLC	United States	Registered	85/809,272	12/21/2012	4,419,912	10/15/2013
DURAMAX (stylized/design)	FOUR O CORPORATION, DBA Oil Distributing Company	United States	Registered	85/894,971	04/04/2013	4,752,373	06/09/2015
DURAMAX (stylized and/or with design)	FOUR O CORPORATION, DBA Oil Distributing Company	United States	Registered	86/755,376	09/14/2015	4,968,009	5/31/16
RELATECH	RelaDyne, LLC	United States	Registered	85/665,541	06/29/2012	4,441,032	11/26/2013
RELADYNE	RelaDyne, LLC	United States	Registered	77/616,021	11/17/2008	4,154,371	06/05/2012
RELADYNE & Design	RelaDyne, LLC	United States	Registered	77/616,676	11/18/2008	4,161,549	06/19/2012
RELADYNE Reliability in Motion (stylized/design)	RelaDyne, LLC	United States	Registered	85/862,437	02/28/2013	4,531,868	05/20/2014
FPS FUEL PERFORMANCE SOLUTIONS (stylized and/or with design)	RelaDyne, LLC	United States	Filed	86/603,197	04/20/2015		
FPS	RelaDyne, LLC	United States	Registered	77/739,579	05/18/2009	3,809,310	06/29/2010
FPS FUEL PERFORMANCE SOLUTIONS & Design	Paulson Oil Acquisition Company LLC	United States	Registered	77/739,637	05/18/2009	3,820,365	07/20/2010
PETROCLEAN	RelaDyne, LLC	United States	Registered	86/818,211	11/12/2015	5,006,637	7/26/16
TURBOFLUSH	RelaDyne, LLC	United States	Registered	86/804,697	10/30/2015	5,111,039	12/27/16
PETROQUIP	RelaDyne, LLC	United States	Registered	86/804,713	10/30/2015	5,111,041	12/27/16



Mark	Owner	Jurisdiction	Status	App. No.	App. Date	Reg. No.	Reg. Date
LUBESERV	RelaDyne, LLC	United States	Registered	86/804,709	10/30/2015	5,111,040	12/27/16
A FIRST PRIORITY SERVICE	SUNWELL CORPORATION	United States	Registered	77/444,597	04/10/2008	3,536,614	11/25/2008
ALL FLEET	Mid-Town Petroleum Acquisition, LLC	United States	Registered	77/501,649	6/19/2008	3,704,160	11/03/2009
FUEL FREEDOM CARD	Parker Oil Company LLC	United States	Registered	74/350,357	01/19/1993	1,977,013	05/28/1996
FUEL FREEZE	PALATINE OIL, LLC	United States	Registered	85/363,209	07/05/2011	4,200,929	09/04/2012
KEEPFULL	SUNWELL CORPORATION	United States	Registered	76/669,883	12/04/2006	3,572,975	02/10/2009
MID-TOWN	Mid-Town Petroleum Acquisition, LLC	United States	Registered	77/502,757	06/19/2008	3,611,466	04/28/2009
OIL DISTRIBUTING	FOUR O CORPORATION	Ohio	Registered			RN66218	07/01/1982
PALATINE OIL CO., INC.	PALATINE OIL, LLC	United States	Registered	85/349,620	06/17/2011	4,124,719	04/10/2012
POC	PALATINE OIL, LLC	United States	Registered	85/358,696	06/28/2011	4,124,768	04/10/2012
POC EXPRESS	PALATINE OIL, LLC	United States	Registered	85/363,205	07/05/2011	4,114,312	03/20/2012
REDIFUEL	SUNWELL CORPORATION	United States	Registered	76/334,158	11/05/2001	2,730,346	06/24/2003
SUPER BRAND	Mid-Town Petroleum Acquisition, LLC	United States	Registered	77/502,747	06/19/2008	3,601,529	04/07/2009
TIDE "R" TIGER	Reladyne Mid-South, Inc. (d/b/a Mid State Industrial Supply, Inc.)	Alabama	Registered			110 - 906	03/04/2008
VOLUNTEER	Reladyne Mid-South, Inc. (d/b/a Mid State Industrial Supply, Inc.)	Tennessee	Registered				01/21/1999
VALUE CHOICE	Western Marketing, Inc. (Texas)	Texas	Registered	85969314	6/25/2013	4653760	12/9/2014
VALUE CHOICE (and design)	Western Marketing, Inc. (Texas)	Texas	Registered	85969309	6/25/2013	4653759	12/9/2014
PREFERRED CHOICE (and design)	Western Marketing, Inc. (Texas)	Texas	Registered	85969292	6/25/2013	4587160	8/19/2014
PREFERRED CHOICE	Western Marketing, Inc. (Texas)	Texas	Registered	75463352	4/3/1998	2251354	6/8/1999