## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM478254

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Trademark Security Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Martin Resource Management Corporation		06/15/2018	Corporation: TEXAS
Martin Product Sales LLC		06/15/2018	Limited Liability Company: TEXAS
Martin Resource LLC		06/15/2018	Limited Liability Company: DELAWARE
Martin Underground Storage, Inc.		06/15/2018	Corporation: TEXAS
CROSS OIL REFINING & MARKETING, INC.		06/15/2018	Corporation: DELAWARE
Berry Petroleum Company		06/15/2018	Corporation: TEXAS
ALTEC Environmental Consulting LLC		06/15/2018	Limited Liability Company: TEXAS
Martin Transport, Inc.		06/15/2018	Corporation: TEXAS
RODDEY ENGINEERING SERVICES, INC.		06/15/2018	Corporation: LOUISIANA
Martin Energy Services LLC		06/15/2018	Limited Liability Company: ALABAMA
Aspire America, Inc.		06/15/2018	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Gordon Brothers Finance Company, as Agent		
Street Address:	Prudential Tower, 800 Boylston Street, 27th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Corporation: DELAWARE		

#### **PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Registration Number:	2181118	EVERGRIP
Registration Number:	2277709	EVERGRIP 990
Registration Number:	2061537	EVERLOCK
Registration Number:	3840574	EVERYTHING ASPHALT

TRADEMARK

900454802 REEL: 006354 FRAME: 0069

Property Type	Number	Word Mark	
Registration Number:	2139594	EZ-7	
Registration Number:	3662397	MARTIN	
Registration Number:	3689428	MARTIN	
Registration Number:	4422436	M MARTIN	
Registration Number:	4685011	M MARTIN	
Registration Number:	4786085	M MARTIN	
Registration Number:	4481602	MARTIN	
Registration Number:	4584832	MARTIN	
Registration Number:	4515077	MARTIN	
Registration Number:	4505801	MARTIN	
Registration Number:	4422437	MARTIN M	
Registration Number:	4422438	MARTIN M	
Registration Number:	4392945	MARTIN ENERGY SERVICES	
Registration Number:	4392946	MARTIN ENERGY SERVICES	
Registration Number:	4392948	MARTIN ENERGY SERVICES	
Registration Number:	4392949	MARTIN ENERGY SERVICES	
Registration Number:	4256860	RES	
Registration Number:	4299309	RES RODDEY ENGINEERING SERVICES, INC.	
Registration Number:	4256859	RODDEY ENGINEERING SERVICES	
Registration Number:	4849065	CORSOL	
Registration Number:	4566950	CROSSTRANS	
Registration Number:	4849066	EBONITE	

#### CORRESPONDENCE DATA

**Fax Number:** 6173417701

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:** 6179518132

Email: linda.salera@morganlewis.com
Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	06/15/2018

**Total Attachments: 15** 

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#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made on June 15, 2018, by and among each party identified as a company on the signature page of this Agreement (collectively, together with each other party that now or hereafter becomes a grantor under this Agreement, referred to herein as "Companies" and individually as a "Company") and GORDON BROTHERS FINANCE COMPANY, a Delaware corporation, in its capacity as administrative and collateral agent (together with its successors and assigns in such capacity, "Agent") for Lenders (as defined below).

#### **Recitals:**

Pursuant to that certain Term Loan Credit and Security Agreement dated as of even date herewith, by and among Martin Resource Management Corporation, a Texas corporation ("MRMC"), certain subsidiaries and affiliates of MRMC in their capacities as borrowers (collectively with MRMC, "Borrowers"), Agent, certain other financial institutions in their capacities as lenders (collectively, "Lenders"), and certain other parties thereto (as at any time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders agreed to make certain term loans to Borrowers, and to extend certain other financial accommodations to or for the benefit of Borrowers.

In connection with the Credit Agreement, to secure the payment and performance of all of the Obligations (as defined in the Credit Agreement), each Borrower granted to Agent, for the benefit of Lenders and other Secured Parties (as defined in the Credit Agreement), a security interest in and lien upon certain of such entity's real and personal property.

A condition to Agent's and Lenders' willingness to make loans or extend other financial accommodations under the Credit Agreement is each Company's execution and delivery of this Agreement. To induce Agent and Lenders to make loans and otherwise extend credit pursuant to the Credit Agreement, each Company has agreed to enter into this Agreement on the terms set forth herein and to grant a continuing security interest in and to the Trademark Collateral (as hereinafter defined) to Agent, for the benefit of Secured Parties, as security for the timely payment and performance of the Secured Obligations (as hereinafter defined), all on the terms set forth herein.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Capitalized terms used herein (including, without limitation, those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Credit Agreement. As used herein, (i) the term "UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York and (ii) the term "Secured Obligations" means (A) all of the Obligations under (and as defined in) the Credit Agreement and (B) without limiting the generality of the foregoing, all indebtedness and obligations of each Company under this Agreement.

- 2. To secure the prompt payment and performance of all of the Secured Obligations, each Company hereby grants, assigns and pledges to Agent, for the benefit of itself, Lenders and the other Secured Parties, a continuing security interest in and Lien upon all of the following property of such Company, whether now existing or hereafter created or acquired (collectively, the "<u>Trademark Collateral</u>"):
  - (a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications identified to each Company listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");
  - (b) the goodwill of such Company's business connected with and symbolized by the Trademarks; and
    - (c) all proceeds of the foregoing.
  - 3. Each Company represents and warrants to Secured Parties that;
  - (a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;
  - (b) Upon filing of a properly completed financing statement with the appropriate office, this Agreement will create a legal, valid and perfected Lien upon and security interest in the Trademark Collateral that is listed on Exhibit A attached hereto, enforceable against such Company and all third Persons in accordance with its terms;
  - (c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;
  - (d) Such Company has the unqualified right to enter into this Agreement and perform its terms;
    - (e) Each of the Trademarks is valid and enforceable; and
  - (f) Such Company is the sole and exclusive owner of the entire right, title and interest in and to all of its respective Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to paragraph 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Company not to sue third Persons, except Permitted Liens.
  - 4. Each Company covenants and agrees with Secured Parties that;

- (a) Such Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement;
- (b) Such Company will not materially diminish the quality of the products associated with the Trademarks without Agent's prior written consent; and
- (c) Except for Trademarks abandoned by such Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), such Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.
- 5. Each Company hereby grants to Agent, and its employees and agents (and any Lender or Lenders and their respective employees and agents, at such Lender's expense), the visitation, audit, and inspection rights with respect to such Company and the Collateral as set forth in the Credit Agreement.
- 6. Until Payment in Full of the Obligations, no Company shall enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of the Companies in the regular and ordinary course of the Companies' business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with any Company's obligations under this Agreement.
- 7. If, before Payment in Full of the Obligations, any Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Companies shall give to Agent prompt notice thereof in writing.
- 8. Each Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 or paragraph 7 hereof, subject to the ABL Intercreditor Agreement.
- 9. At any time that an Event of Default exists, Agent shall have, subject to the ABL Intercreditor Agreement, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies of a secured party under Applicable Law. Without limiting the generality of the foregoing, Agent may immediately, subject to the ABL Intercreditor Agreement, for the benefit of Secured Parties, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law) or demand whatsoever to any Company, and each Company hereby expressly waives such demand or notice, collect directly any payments due any Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or any of the Trademark Collateral, or any interest which any Company may have therein. Each Company hereby agrees that ten

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- (10) days' notice to such Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice. At any such public or, if permitted by Applicable Law, private sale or disposition, Agent may, to the extent permitted by Applicable Law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of any Company, which right each Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Credit Agreement (subject to the ABL Intercreditor Agreement). Any remainder of the proceeds after Payment in Full of the Obligations shall be paid over to the Companies. If any deficiency shall arise, Borrowers and the Companies shall remain jointly and severally liable therefor.
- 10. Each Company hereby makes, constitutes and appoints Agent, and any officer or agent of Agent as Agent may select, as such Company's true and lawful attorney-in-fact, with full power, subject to the ABL Intercreditor Agreement, to do any or all of the following if an Event of Default shall exist: to endorse such Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Payment in Full of the Obligations.
- 11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Companies (it being the intent of each Company and Agent that the Companies shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed by the Companies on demand by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum interest rate then applicable for Term Loans.
- 12. Each Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Agent in writing of material infringements detected. Each Company shall have the duty, through its current trademark counsel or other counsel reasonably acceptable to Agent (it being agreed that counsel reasonably acceptable to the Revolving Agent shall be deemed reasonably acceptable to Agent), to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Payment in Full of the Obligations, to make federal application on registerable but

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unregistered Trademarks (subject to such Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Agent's request (but, prior to Payment in Full of the Obligations (each such term as defined in the Revolving Credit Agreement) only to the extent also requested by the Revolving Agent pursuant to the Revolving Loan Documents)), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks (but, prior to Payment in Full of the Obligations (each such term as defined in the Revolving Credit Agreement) only to the extent also requested by the Revolving Agent pursuant to the Revolving Loan Documents). Any expenses incurred in connection with such applications or proceedings shall be borne by the Companies. No Company shall expressly abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Agent, unless such Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

- 13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, at any time that an Event of Default exists, Agent shall have the right, subject to the ABL Intercreditor Agreement, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events each Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and each Company shall promptly, **upon demand**, reimburse and indemnify Agent for all reasonable costs and expenses incurred in the exercise of Agent's rights under this paragraph 14.
- 14. If any Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by Applicable Law and subject to the ABL Intercreditor Agreement, Agent may discharge such obligations in such Company's name or in Agent's name, in Agent's sole discretion, but at the Companies' expense, and the Companies agree to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.
- 15. No course of dealing among the Companies and Agent or any other Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any other Secured Party, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 16. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently, subject to the ABL Intercreditor Agreement.
- 17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such

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invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

- 18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.
- 19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of each Secured Party and upon the successors and permitted assigns of each Company. No Company shall assign its rights or delegate its rights or assign its duties hereunder without the prior written consent of Agent.
  - 20. Each Company hereby waives notice of Agent's acceptance hereof.
- 21. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.
- 22. This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Delivery by one or more parties hereto of an executed counterpart of this Agreement via facsimile, telecopy, or other electronic method of transmission pursuant to which the signature of such party can be seen (including Adobe Corporation's Portable Document Format or PDF) shall have the same force and effect as the delivery of an original executed counterpart of this Agreement.
- 23. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY, BY EXECUTION HEREOF, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY PARTY WITH RESPECT HERETO OR THERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO ADMINISTRATIVE AGENT AND THE LENDERS TO ENTER INTO AND ACCEPT THIS AGREEMENT. EACH OF THE PARTIES HERETO AGREES THAT THE TERMS HEREOF SHALL SUPERSEDE AND REPLACE ANY PRIOR AGREEMENT RELATED TO ARBITRATION OF DISPUTES BETWEEN THE PARTIES CONTAINED IN ANY LOAN DOCUMENT OR ANY OTHER DOCUMENT OR AGREEMENT HERETOFORE EXECUTED IN CONNECTION WITH, RELATED TO OR BEING REPLACED, SUPPLEMENTED, EXTENDED OR MODIFIED BY, THIS AGREEMENT.

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24. The parties hereto acknowledge that the exercise of certain of Agent's rights and remedies hereunder may be subject to, and restricted by, the provisions of the ABL Intercreditor Agreement.
[Remainder of page intentionally left blank; signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

#### **COMPANIES:**

MARTIN RESOURCE MANAGEMENT CORPORATION

By: Name: Pol

Name: Robert D. Bondurant

Title: Executive Vice President and

Chief Financial Officer

MARTIN PRODUCT SALES LLC

By:

Name: Robert D. Bondurant

Title: Executive Vice President and

Chief Financial Officer

MARTIN RESOURCE LLC

By: Martin Resource Management Corporation, its sole member

By:

Name: Robert D. Bondurarit

Title: Executive Vice President and

Chief Financial Officer

MARTIN UNDERGROUND STORAGE, INC.

By:

Name: Robert D. Bondurant

Title: Executive Vice President and

Chief Financial Officer

[MRMC - Signature Page to Trademark Security Agreement]

#### CROSS OIL REFINING & MARKETING, INC.

By:

Name: Robert D. Bondurant

Title:

Executive Vice President, Chief

Financial Officer, Treasurer and

**Assistant Secretary** 

#### BERRY PETROLEUM COMPANY

By:

Name:

Robert D. Bondurant

Title:

**Executive Vice President and** 

Chief Financial Officer

### ALTEC ENVIRONMENTAL **CONSULTING LLC**

By:

Name: Robert D. Borklurant

Title:

**Executive Vice President and** 

Chief Financial Officer

#### MARTIN TRANSPORT, INC.

By:

Name: Robert D. Bondurant

Title:

Executive Vice President and

Chief Financial Officer

#### RODDEY ENGINEERING SERVICES, INC.

By:

Name: Robert D. Bondurant

Title:

Executive Vice President and

Chief Financial Officer

[MRMC - Signature Page to Trademark Security Agreement]

MARTIN ENERGY SERVICES LLC, an Alabama limited liability company formerly known as Midstream Fuel Service LLC, and successor by merger to L&L Holdings (Louisiana), L.L.C., Aspire Holdings (US) LLC, and L&L Oil and Gas Services, L.L.C.

By:

Name: Robert D. Bondurant

Title:

**Executive Vice President and** 

Chief Financial Officer

ASPIRE AMERICA, INC.

By:

Name: Robert D. Bondurant

Title:

**Executive Vice President and** 

Chief Financial Officer

Accepted:

GORDON BROTHERS FINANCE COMPANY, as Agent

r: <u>Vand Vy</u> Name: David Vega

Title: Managing Director

# EXHIBIT A

## **Trademark Collateral**

CREDIT PARTY	<u>Trademark</u>	Jurisdiction where Registered	Registration/Application Number
Martin Resource Management Corporation	EVERGRIP	United States	2181118
Martin Resource Management Corporation	EVERGRIP 990	United States	2277709
Martin Resource Management Corporation	EVERLOCK	United States	2061537
Martin Resource Management Corporation	EVERYTHING ASPHALT	United States	3840574
Martin Resource Management Corporation	EZ-7	United States	2139594
Martin Resource Management Corporation	MARTIN	United States	3662397
Martin Resource Management Corporation	MARTIN	United States	3689428
Martin Resource Management Corporation	MARTIN (color claimed)	United States	4422436
Martin Resource Management Corporation	MARTIN (color claimed)	United States	4685011
Martin Resource Management Corporation	MARTIN	United States	4786085
Martin Resource Management Corporation	MARTIN (color claimed)	United States	4481602

CREDIT PARTY	<u>Trademark</u>	Jurisdiction where Registered	Registration/Application Number
Martin Resource Management Corporation	MARTIN (color claimed)	United States	4584832
Martin Resource Management Corporation	MARTIN (color claimed)	United States	4515077
Martin Resource Management Corporation	MARTIN (color claimed)	United States	4505801
Martin Resource Management Corporation	MARTIN (color claimed)	United States	4422437
Martin Resource Management Corporation	MARTIN (color claimed)	United States	4422438
Martin Resource Management Corporation	MARTIN ENERGY SERVICES	United States	4392945
Martin Resource Management Corporation	MARTIN ENERGY SERVICES	United States	4392946
Martin Resource Management Corporation	MARTIN ENERGY SERVICES	United States	4392948
Martin Resource Management Corporation	MARTIN ENERGY SERVICES	United States	4392949
Martin Resource Management Corporation	RES	United States	4256860
Martin Resource Management Corporation	(color claimed)	United States	4299309

CREDIT PARTY	<u>Trademark</u>	Jurisdiction where Registered	Registration/Application Number
Martin Resource Management Corporation	RODDEY ENGINEERING SERVICES	United States	4256859
Cross Oil Refining & Marketing, Inc.	CORSOL	United States	4849065
Cross Oil Refining & Marketing, Inc.	CROSSTRANS	Belize	10615.14
Cross Oil Refining & Marketing, Inc.	CROSSTRANS	Bolivia	155663-C
Cross Oil Refining & Marketing, Inc.	CROSSTRANS	Brazil	840819978
Cross Oil Refining & Marketing, Inc.	CROSSTRANS	Chile	1157761
Cross Oil Refining & Marketing, Inc.	CROSSTRANS	China	14196233
Cross Oil Refining & Marketing, Inc.	CROSSTRANS	Colombia	504194
Cross Oil Refining & Marketing, Inc.	CROSSTRANS	Costa Rica	237875
Cross Oil Refining & Marketing, Inc.	CROSSTRANS	Dominican Republic	213757
Cross Oil Refining & Marketing, Inc.	CROSSTRANS	Ecuador	11538-14
Cross Oil Refining & Marketing, Inc.	CROSSTRANS	El Salvador	225
Cross Oil Refining & Marketing, Inc.	CROSSTRANS	Ghana	Appl. GHT2014000718
Cross Oil Refining & Marketing, Inc.	CROSSTRANS	Guatemala	203648

CREDIT PARTY	<u>Trademark</u>	<u>Jurisdiction</u> where Registered	Registration/Application Number
Cross Oil Refining & Marketing, Inc.	CROSSTRANS	Nicaragua	2015108459LM
Cross Oil Refining & Marketing, Inc.	CROSSTRANS	Nigeria	App. F/TM/0/2014/15566
Cross Oil Refining & Marketing, Inc.	CROSSTRANS	OAPI	78907
Cross Oil Refining & Marketing, Inc.	CROSSTRANS	Panama	230366-01
Cross Oil Refining & Marketing, Inc.	CROSSTRANS	Paraguay	414759
Cross Oil Refining & Marketing, Inc.	CROSSTRANS	Peru	216190
Cross Oil Refining & Marketing, Inc.	CROSSTRANS	United States	4566950
Cross Oil Refining & Marketing, Inc.	CROSSTRANS	Venezuela	P349.414
Cross Oil Refining & Marketing, Inc.	EBONITE	United States	4849066
Cross Oil Refining & Marketing, Inc.	GARD & Design	Guatemala GT1	Appl. 200907559

**RECORDED: 06/15/2018**