

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538313

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Packers Acquisition Co.		07/31/2019	Corporation: FLORIDA
Amalie Oil Company	FORMERLY Petroleum Packers, Inc.	07/31/2019	Corporation: FLORIDA
Petroleum Packers of Jacksonville II, Inc.		07/31/2019	Corporation: FLORIDA
AOCLSC, Inc.		07/31/2019	Corporation: FLORIDA
AOC Oil, Inc.	FORMERLY Petroleum Packers of Jacksonville, Inc.	07/31/2019	Corporation: FLORIDA
Amalie AOC, Ltd.		07/31/2019	Limited Partnership: FLORIDA
AC Oil Corp.		07/31/2019	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	300 Galleria Parkway, N.W., Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1864502	ALASKA
Registration Number:	5230355	BIGFOOT
Registration Number:	4516344	GUARDSMAN
Registration Number:	4506239	GUARDSMAN
Registration Number:	1457952	POLO
Serial Number:	87685199	RACPAC
Registration Number:	2142702	RED-I
Registration Number:	3893820	ROUND TRIP
Serial Number:	88306603	S SPECTROL
Registration Number:	1953086	VISTONE
Registration Number:	0314956	VISTONE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	0314040	VISTONE
Serial Number:	88406751	XCEL
Serial Number:	88159725	XCEL

CORRESPONDENCE DATA

Fax Number: 4045228409
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: 4046815974
Email: aolchaskey@phrd.com
Correspondent Name: Angela Amico Olchaskey
Address Line 1: 303 Peachtree Street NE, Suite 3600
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Jonathan E. Bush
SIGNATURE:	/JEB/
DATE SIGNED:	08/27/2019

Total Attachments: 22

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**JOINDER AND THIRD AMENDMENT AND SUPPLEMENT TO
SECOND AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

This Joinder and Third Amendment and Supplement to Second Amended and Restated Trademark Security Agreement, dated as of _____ July 31, 2019 (this "Agreement"), is made by and among **PACKERS ACQUISITION CO.**, a Florida corporation ("Packers"), **AMALIE OIL COMPANY**, a Florida corporation formerly known as Petroleum Packers, Inc. ("Amalie"), **PETROLEUM PACKERS OF JACKSONVILLE II, INC.**, a Florida corporation ("Jacksonville II"; together with Packers and Amalie, each, an "Existing Borrower" and, collectively, "Existing Borrowers"), **AOCLSC, INC.**, a Florida corporation ("New Borrower", and together with the Existing Borrowers, each a "Borrower" and collectively, "Borrowers"), **AOC OIL, INC.**, a Florida corporation formerly known as Petroleum Packers of Jacksonville, Inc. ("Petroleum"), **AMALIE AOC, LTD.**, a Florida limited partnership ("Amalie AOC"), and **AC OIL CORP.**, a Florida corporation ("AC Oil"; together with Existing Borrowers, New Borrower, Petroleum, and Amalie AOC, each individually, a "Company" and collectively, "Companies"), each having its principal place of business at 1601 McCloskey Boulevard, Tampa, Florida 33605-6710, and **BANK OF AMERICA, N.A.**, a national banking association having an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339 (together with its successors and assigns, "Lender").

Recitals

Existing Borrowers and Lender are parties to that certain Amended and Restated Loan and Security Agreement, dated as of December 27, 2018 (as amended, restated, modified or supplemented from time to time, the "Loan Agreement"), setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Existing Borrowers.

Existing Borrowers, Petroleum, Amalie AOC, AC Oil and Lender entered into that certain Second Amended and Restated Trademark Security Agreement, dated as of January 31, 2013 (as amended, restated supplemented or otherwise modified from time to time, including most recently by that certain Second Amendment and Supplement to Second Amended and Restated Trademark Security Agreement, dated as of December 27, 2018, the "Trademark Agreement"), as security for the Obligations owing under the Loan Agreement.

Existing Borrowers, New Borrower, Petroleum, Amalie AOC, AC Oil and Lender are now entering into that certain Joinder Agreement and First Amendment to Amended and Restated Loan and Security Agreement and Other Loan Documents, and Waiver dated as of the date hereof (the "First Amendment"), which provides for, among other things, the joinder of New Borrower as a Borrower under the Loan Agreement, and certain other amendments, modifications, supplements and waivers under the Loan Agreement.

As a condition to the effectiveness of the First Amendment and the joinder of New Borrower as described therein, Lender has required the execution and delivery of this Agreement by Companies, whereby New Borrower shall grant Lender a security interest in the Trademarks described herein.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined herein without definition shall have the meanings ascribed to such terms in the Trademark Agreement.

2. Joinder of New Borrower. By its signature below, New Borrower becomes a "Company" under (and as defined in) the Trademark Agreement with the same force and effect as if originally named therein as a Company thereunder, and New Borrower hereby assumes, and hereby agrees to perform and observe, each and every one of the terms and provisions of the Trademark Agreement applicable to it as a Company thereunder. Each reference to "Company," "Companies" or terms of similar import in the Trademark Agreement shall be deemed to include New Borrower. New Borrower shall be directly and primarily liable as a Company for all of the representations, warranties, covenants and other obligations now or hereafter owing under the Trademark Agreement, and New Borrower hereby confirms that it has assumed all such obligations.

3. Supplement to Trademark Agreement. The Trademark Agreement is hereby further amended and supplemented by adding the Trademarks listed on Schedule 1 to this Agreement to Exhibit A of the Trademark Agreement.

4. Security Interest. New Borrower hereby irrevocably pledges and assigns to, and grants to Lender a security interest (the "Security Interest"), with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement and the other Loan Documents, the Security Interest is coupled with a security interest in substantially all of the personal property of New Borrower.

5. Acknowledgment. Each assignment, grant of security interest and other rights provided to Lender, together with all obligations, covenants and liabilities of, the Companies in the Trademark Agreement are hereby reaffirmed. This Agreement has been executed and delivered by the Companies for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Lender in connection with the Loan Agreement and the Trademark Agreement and is expressly subject to the terms and conditions thereof. The Trademark Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

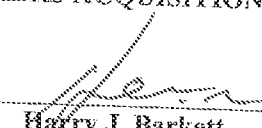
6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

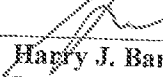
[Remainder of page intentionally left blank;
signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

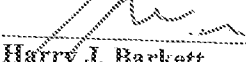
PACKERS ACQUISITION CO.

By: 
Name: **Harry J. Barkett**
Title: President


AMALIE OIL COMPANY

By: 
Name: **Harry J. Barkett**
Title: President

**PETROLEUM PACKERS OF JACKSONVILLE II,
INC.**


By: 
Name: **Harry J. Barkett**
Title: President

AOC OIL, INC.

By: 
Name: **Harry J. Barkett**
Title: President

AMALIE AOC, LTD.

By: Packers Acquisition Co.,
its general partner

By: 
Name: **Harry J. Barkett**
Title: President

[Signatures continue on the following pages.]

AC OIL CORP.

By: 

Name: **Harry J. Barkett**

Title: President

NEW BORROWER:

AOCLSC, INC.

By: 

Name: **Harry J. Barkett**

Title: President

[Signatures continue on the following page.]



BANK OF AMERICA, N.A.

By: 

Name: Steven L. Hipsman

Title: Senior Vice President





SCHEDULE 1
TO
JOINDER AND THIRD AMENDMENT AND SUPPLEMENT TO
SECOND AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

Country	Mark With Image	Application #	Registration #	Status
CHINA	1 RALLYE & Design 	37544697		PENDING
CHINA	1 RALLYE & Design 	37138226		PENDING
INDIA	AEEG			PENDING
INDIA	AEEG			PENDING
UNITED STATES	ALASKA	74/437,022	1,864,502	REGISTERED
CURACAO	AMALIE	1439631		PENDING
JAPAN	AMALIE	1439631		PENDING
VIETNAM	AMALIE	1439631		PENDING
HAITI	AMALIE	85-N		PENDING
HAITI	AMALIE	86-N		PENDING
INDONESIA	AMALIE	D00.2016.005146		PENDING
PAKISTAN	AMALIE	486083		PENDING

Country	Mark With Image	Application #	Registration #	Status
URUGUAY	AMALIE	492.140		PENDING
COSTA RICA	AMALIE	2018-0001155	271720	REGISTERED
PERU	AMALIE	737965	263512	REGISTERED
HONG KONG	AMALIE	475/84	19851200	REGISTERED
INDONESIA	AMALIE	190187	IDM000277650	REGISTERED
BOLIVIA	AMALIE	00666-2018	180284	REGISTERED
CHILE	AMALIE	1.279.947	1.287.232	REGISTERED
DOMINICAN REPUBLIC	AMALIE	2018-9906	249663	REGISTERED
GUATEMALA	AMALIE	2018-03708	239664	REGISTERED
PANAMA	AMALIE	265579-01	265579	REGISTERED
PARAGUAY	AMALIE	11682/2018	479969	REGISTERED
TANZANIA (ZANZIBAR)	AMALIE	ZN/T/2018/000130	2018/000130	REGISTERED
TANZANIA (ZANZIBAR)	AMALIE	ZN/T/2018/000131	2018/000131	REGISTERED
WIPO	AMALIE	A0076205	1439631	REGISTERED
EUROPEAN UNION (EUTM & RCD)	AMALIE	1439631	1439631	REGISTERED
PHILIPPINES	AMALIE	1439631	1439631	REGISTERED
RUSSIA	AMALIE	1439631	1439631	REGISTERED
SPAIN		M2236904	M2236904	REGISTERED

Country	Mark With Image	Application #	Registration #	Status
UNITED STATES	BIGFOOT BIGFOOT	86/832,360	5,230,355	REGISTERED
CHILE	CHALET CHALET	1.301.414	1.289.126	REGISTERED
CHINA	CHALET CHALET	30547251	30547251	REGISTERED
HONG KONG	CHALET CHALET	304481596	304481596	REGISTERED
MACAO	CHALET CHALET	N/136283	N/136283	REGISTERED

Country	Mark With Image	Application #	Registration #	Status
MACAO	CHALET CHALET	N/136284	N/136284	REGISTERED
PARAGUAY	ELIXIR	106213/2018		PENDING
URUGUAY	ELIXIR	503.025		PENDING
CHILE	ELIXIR	1.300.233	1.289.096	REGISTERED
CHINA	ELIXIR	32432289	32432289	REGISTERED
GUATEMALA	ELIXIR	2018-09902	240501	REGISTERED
RUSSIA	ELIXIR	2018731043	698041	REGISTERED
COSTA RICA	ELIXIR	2018-8311	276737	REGISTERED
BOLIVIA	ELIXIR ELIXIR	SM-1479-2019		PENDING
UNITED STATES	GUARDSMAN DESIGN GUARDSMAN	85/944,445	4,516,344	REGISTERED

Country	Mark With Image	Application #	Registration #	Status
CHINA	GUARDSMAN 	11215043	11215043	REGISTERED
CHINA	GUARDSMAN 	12807923	12807923	REGISTERED
UNITED STATES	GUARDSMAN 	85/661,115	4,506,239	REGISTERED
DOMINICAN REPUBLIC	IMPERIAL			PENDING
ECUADOR	LA VIDA SE MIDE EN KILÓMETROS	IEPI-2017-1662		PENDING
TAIWAN	LSC DESIGN 	94032110	01197668	REGISTERED
EL SALVADOR	POLO	20040056444		PENDING

Country	Mark With Image	Application #	Registration #	Status
CHINA	POLO*	267829	267829	REGISTERED
GUATEMALA	POLO	1990-001083	63028	REGISTERED
HONG KONG	POLO*	304887703		PENDING
INDONESIA	POLO*	538117IDM000335516	IDM000335516	REGISTERED
JAPAN	POLO		3017782	REGISTERED
MALAYSIA	POLO*	87002913	87002913	REGISTERED
MYANMAR	POLO*			PENDING
PHILIPPINES	POLO*	4-2019-006113		PENDING
THAILAND	POLO*	166906 338266	133928 KOR62408	REGISTERED
TAIWAN	POLO	327321	327321	REGISTERED
UNITED STATES	POLO	73/646,021	1,457,952	REGISTERED
VENEZUELA	POLO	M1996/004757	P197790	REGISTERED
VIETNAM	POLO*	4-2019-10796		PENDING
UNITED STATES	RACPAC RACPAC	87/685,199		PENDING
CHINA	RALLYE	37554256		PENDING
CHINA	RALLYE	26784125	26784125	REGISTERED

*Subject to Third Party Trademark Acquisition Agreement

TRADEMARK
REEL: 006730 FRAME: 0037

Country	Mark With Image	Application #	Registration #	Status
CHINA	RALLYE & Design 	37561795		PENDING
HAITI	RALLYE & Design 	87-N	No. 60 Reg. 217	REGISTERED
CHINA	RALLYE & Design 	26784123	26784123	REGISTERED
HAITI	RALLYE & Design 	88-N	No. 61 Reg. 217	REGISTERED
JAPAN	RED-I	2014-102233	5758058	REGISTERED
JAPAN	RED-I	2010-009930	5351312	REGISTERED
MALAYSIA	RED-I	2014013707	2014013707	REGISTERED
UNITED STATES	RED-I	75/265,037	2,142,702	REGISTERED





Country	Mark With Image	Application #	Registration #	Status
UNITED STATES	ROUND TRIP ROUND TRIP	85/032,952	3,893,820	REGISTERED
PUERTO RICO	RUN WITH THE WOLF	213302-01-1	213302-01-1	REGISTERED
PUERTO RICO	RUN WITH THE WOLF	213303-04-1	215340	REGISTERED
VIETNAM	SPECTROL (regional limitations)	4-2016-25288		PENDING
UNITED STATES	SPECTROL AND DESIGN (regional limitations) 	88/306,603		PENDING
CHINA	TRIMAX		19808031	REGISTERED
TAIWAN	TRIMAX		1820921	REGISTERED
VIETNAM	U.S. LUBRICANTS AND DESIGN 	4-2018-03403		PENDING
AUSTRALIA	VISTONE	669948	669948	REGISTERED




Country	Mark With Image	Application #	Registration #	Status
BRAZIL	VISTONE	790088193	790088193	REGISTERED
BENELUX	VISTONE	582111	101642	REGISTERED
CANADA	VISTONE	164110	UCA 2971	REGISTERED
CANADA	VISTONE	776444	TMA 459044	REGISTERED
SWITZERLAND	VISTONE	06549/1983	P-328807	REGISTERED
CHILE	VISTONE	101247	9766117	REGISTERED
CHINA	VISTONE	201,075,892	158124	REGISTERED
GERMANY	VISTONE	ST260	620365	REGISTERED
GERMANY	VISTONE	ST258	632775	REGISTERED
ESTONIA	VISTONE	9301910	9422	REGISTERED
EUROPEAN UNION (EUTM & RCD)	VISTONE	6,322,523	6,322,523	REGISTERED
FINLAND	VISTONE	T195802906	34873	REGISTERED
UNITED KINGDOM	VISTONE	643625	643625	REGISTERED
UNITED KINGDOM	VISTONE	643626	643626	REGISTERED
GEORGIA	VISTONE	008877/03	2399	REGISTERED
IRELAND	VISTONE	57396	57396	REGISTERED
INDIA	VISTONE	201793	201793	REGISTERED
ITALY	VISTONE	302009901709262	0001257361	REGISTERED
JAPAN	VISTONE	H06-116715	3,294,552	REGISTERED
JAPAN	VISTONE	S38-030877	651,044	REGISTERED
SOUTH KOREA	VISTONE	1993-10038	295,912	REGISTERED

Country	Mark With Image	Application #	Registration #	Status
LIBERIA	VISTONE	00122/201615586	00122/201615586	REGISTERED
LITHUANIA	VISTONE	RL3588	7,445	REGISTERED
LATVIA	VISTONE	M-93-1638	M14490	REGISTERED
MEXICO	VISTONE	104573	397850	REGISTERED
SABAH	VISTONE	8678	8678	REGISTERED
NORWAY	VISTONE	48210	43,308	REGISTERED
NEW ZEALAND	VISTONE	73,568	73,568	REGISTERED
PAKISTAN	VISTONE	34,349	34,349	REGISTERED
POLAND	VISTONE	Z123820	R086172	REGISTERED
RUSSIA	VISTONE	68284	51,121	REGISTERED
SWEDEN	VISTONE	1900/72379	72379	REGISTERED
SINGAPORE	VISTONE	28464	28464	REGISTERED
SARAWAK	VISTONE	R/004162	4162	REGISTERED
TURKEY	VISTONE	80125	80125	REGISTERED
TAIWAN	VISTONE	106004632	1866617	REGISTERED
UKRAINE	VISTONE	51121	5716	REGISTERED
UNITED STATES	VISTONE	74/632,239	1,953,086	REGISTERED
VENEZUELA	VISTONE	2198	49287	REGISTERED
MALAYA	VISTONE	M/035436	M/035436	REGISTERED

Country	Mark With Image	Application #	Registration #	Status
SOUTH KOREA	VISTONE (IN KOREAN CHARACTERS) 비스톤	1993-10043	295,914	REGISTERED
UNITED STATES	VISTONE VISTONE	71/348,047	314,956	REGISTERED
UNITED STATES	VISTONE VISTONE	71/348,048	314,040	REGISTERED
PERU	WOLF	777409-2018		PENDING
ARGENTINA	WOLF'S HEAD	3574413		PENDING
ARGENTINA	WOLF'S HEAD	3574412		PENDING
BOLIVIA	WOLF'S HEAD	183418		PENDING
BOLIVIA	WOLF'S HEAD	183419		PENDING
ECUADOR	WOLF'S HEAD	IEPI-2016-8113		PENDING
PUERTO RICO	WOLF'S HEAD	213301-04-1	213301-04-1	REGISTERED
BELARUS	WOLF'S HEAD	20120165	49686	REGISTERED

Country	Mark With Image	Application #	Registration #	Status
ECUADOR	WOLF'S HEAD	IEPI-2016-8112	SENADI-2018-750	REGISTERED
PERU	WOLF'S HEAD	779084	277292	REGISTERED
PUERTO RICO	WOLF'S HEAD	213300-01-1	213300-01-1	REGISTERED
CHINA	WOLFS HEAD IN CHINESE SYMBOLS (LITERAL TRANSLATION) 狼頭	28526238	28526238	REGISTERED
CHINA	WOLFS HEAD IN CHINESE SYMBOLS (LITERAL TRANSLATION) 狼頭	28526237	28526237	REGISTERED
CHINA	WOLFS HEAD IN CHINESE SYMBOLS (simplified Chinese) 狼头	20821265	20821265	REGISTERED

Country	Mark With Image	Application #	Registration #	Status
ECUADOR	WOLF'S HEAD LOGO (right) 	IEPI-2016-5278		PENDING
ECUADOR	WOLF'S HEAD LOGO (right) 	IEPI-2016-5277		PENDING
PUERTO RICO	WOLF'S HEAD LOGO (right) 	213304-01-1	215414	REGISTERED
PUERTO RICO	WOLF'S HEAD LOGO (right) 	213305-04-1	215334	REGISTERED

Country	Mark With Image	Application #	Registration #	Status
PERU	WOLF'S HEAD LOGO 	779083	277274	REGISTERED
JORDAN	XCEL			PENDING
BAHAMAS	XCEL	43083		PENDING
BAHAMAS	XCEL	43084		PENDING
BAHAMAS	XCEL	43085		PENDING
BAHAMAS	XCEL	43082		PENDING
BAHAMAS	XCEL & Design 	43086		PENDING
BAHAMAS	XCEL & Design 	43088		PENDING

Country	Mark With Image	Application #	Registration #	Status
BAHAMAS	XCEL & Design 	43089		PENDING
BAHAMAS	XCEL & Design 	43087		PENDING
UNITED STATES	XCEL & Design 	88/406,751		PENDING
ECUADOR	XCEL & Design 	SENADI-2018-62457		PENDING
HAITI	XCEL & Design 	83-N		PENDING

Country	Mark With Image	Application #	Registration #	Status
HAITI	XCEL & Design 	84-N		PENDING
UNITED STATES	XCEL and Design 	88/159,725	5,774,251	REGISTERED
COSTA RICA	XCEL AND DESIGN 	2018-0007300	277326	REGISTERED
PERU	XCEL and Design 	787533	278193	REGISTERED

Country	Mark With Image	Application #	Registration #	Status
CHINA	XCEL IN CHINESE SYMBOLS (PRIDE RACING) 傲賽	22544687		PENDING
CHINA	XCEL IN CHINESE SYMBOLS (PRIDE RACING) 傲賽	22544686	22544686	REGISTERED
DOMINICAN REPUBLIC	XLO			PENDING