

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544351

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Omnibus Amendment and Agreement Removing Extra Comma in Assignee's Name
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WARREN OIL COMPANY, LLC		10/07/2019	Limited Liability Company: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	FIRST TENNESSEE BANK NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	165 MADISON AVENUE
City:	MEMPHIS
State/Country:	TENNESSEE
Postal Code:	38103
Entity Type:	National Banking Association: TENNESSEE

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	1117972	WARREN
Registration Number:	2020084	MULTITRAC
Registration Number:	1695658	WARREN
Registration Number:	1810328	
Registration Number:	1759324	SAXON GOLD
Registration Number:	1802536	UNIPLEX
Registration Number:	1859358	CUI
Registration Number:	1839205	DUPLEX
Registration Number:	1881800	EMPIRE
Registration Number:	1935613	ITASCA
Registration Number:	1933254	AUTOGUARD
Registration Number:	1986674	GOLD BAND
Registration Number:	2030319	COLD KING
Registration Number:	2947015	
Registration Number:	2320728	"KITTY KITTY"
Registration Number:	2688654	GOLDEN STATE

CH \$890.00 1117972

Property Type	Number	Word Mark
Registration Number:	2719136	GENUINE
Registration Number:	3406108	DEXMERC
Registration Number:	3422633	FLEETALERT
Registration Number:	3822353	DUPLEX
Registration Number:	3825573	DUPLEX SINCE 1884
Registration Number:	3511428	WARREN WORLD CLASS LUBRICANTS
Registration Number:	3569225	QUALITY SUPREME
Registration Number:	3588708	SOOTSLAYER
Registration Number:	4164879	LUBRIGOLD
Registration Number:	3817411	SKYBLUE
Registration Number:	3902131	LUBRIGOLD
Registration Number:	4269167	IT'S ALL ABOUT QUALITY
Registration Number:	4357496	MICROBE OIL SPILL CLEANER
Registration Number:	4461653	RECYCLED OIL CERTIFIED RETAIL RECOVER RE
Registration Number:	4865507	WARREN UNILUBE
Registration Number:	5155083	DUPLEX SINCE 1884
Serial Number:	88126095	C
Serial Number:	88126103	COASTAL
Serial Number:	88491675	C

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.

Email: linda.liebl@wbd-us.com

Correspondent Name: Womble Bond Dickinson (US) LLP

Address Line 1: 271 17TH STREET, NW,

Address Line 2: SUITE 2400

Address Line 4: ATLANTA, GEORGIA 30363

NAME OF SUBMITTER:	Laura Kees
SIGNATURE:	/Laura Kees/
DATE SIGNED:	10/08/2019

Total Attachments: 5

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**THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED RETURN TO:**

Womble Bond Dickinson (US) LLP
One Wells Fargo Center, Suite 3500
301 South College Street
Charlotte, North Carolina 28202
Attn: Taber Cathcart

(Space Above For Recorder's Use)

OMNIBUS AMENDMENT AND AGREEMENT

This OMNIBUS AMENDMENT AND AGREEMENT (this "Omnibus Agreement") is entered into as of October 7, 2019, by and among WARREN OIL COMPANY, LLC, a North Carolina limited liability company (together with its permitted successors and assigns, "Borrower") and FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association, in its capacity as Administrative Agent (together with its permitted successors and assigns in such capacity, "Administrative Agent"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement (as defined below), as amended hereby.

WITNESSETH:

WHEREAS, Borrower and Lender entered into that certain Credit Agreement (the "Credit Agreement") dated as of September 27, 2019 (together with any and all Exhibits and Schedules thereto) pursuant to which the Administrative Agent and the Lenders agreed to extend certain credit facilities to the Borrower upon the terms and conditions contained therein;

WHEREAS, Section 12.2 of the Credit Agreement permits the Administrative Agent and the Borrower to amend any provision of the Loan Documents (such amendment to become effective without any further action or consent of any other party to any Loan Document) if the

Administrative Agent and the Borrower shall have jointly identified an obvious error or any error or omission of a technical or immaterial nature in any such provision; and

WHEREAS, Borrower and Lender now desire to amend the Loan Documents as set forth herein for the purpose of correcting a typographical error in the legal name of the Administrative Agent.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, the Borrower and the Administrative Agent do hereby agree as follows:

- A. Notwithstanding anything contained in the Loan Documents to the contrary, the parties hereto agree:

All references to "First Tennessee Bank, National Association" in the Loan Documents, including, but not limited to, those security instruments listed on Schedule A, shall be deemed to refer to "First Tennessee Bank National Association".

- B. As amended hereby the Loan Documents are hereby ratified and confirmed and continue in full force and effect. Any reference to any Loan Document shall be deemed to mean such Loan Document as amended hereby. Except for the amendment set forth above, all other terms and conditions of the Loan Documents shall remain unmodified, unchanged and in full force and effect. Each of the Loan Documents amended hereby and this Omnibus Agreement shall be construed together as a single instrument.

- C. This Omnibus Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to principles of conflicts of laws.

- D. This Omnibus Agreement may be executed in counterparts, all of which when taken together shall constitute one and the same instrument.

- E. Other counterparts of the Omnibus Agreement have been prepared to include the legal description and other information required for recording as to the real property in the locations in which security instruments have been recorded.

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IN WITNESS WHEREOF, the Borrower and the Administrative Agent have caused this Omnibus Agreement to be duly executed by their duly authorized officers, all as of the date first above written.

BORROWER:

WARREN OIL COMPANY, LLC

By: *Daniel Owczarzik*
Name: DANIEL OWCZARZIK
Title: MANAGER

State of North Carolina)
County of Winston)

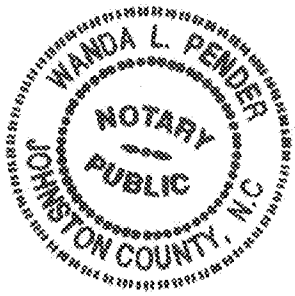
On 10/17/19 before me *Wanda L. Pender, Daniel Owczarzik* of Warren Oil Company, LLC, a North Carolina limited liability company, personally appeared who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of North Carolina that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: *Wanda L. Pender*
Printed Name: Wanda L. Pender

My commission expires: 4-16-2020



[Signatures continue on following page]

ADMINISTRATIVE AGENT:

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

By: Todd Warrick
Name: Todd Warrick
Title: SVP

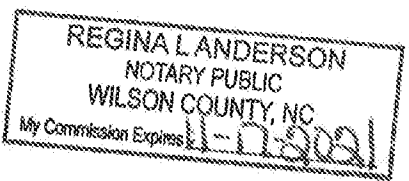
State of North Carolina
County of Wake

On 10-27-14 before me Todd Warrick SVP of First Tennessee Bank National Association, personally appeared who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of North Carolina that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Regina L. Anderson
Printed Name: Regina L. Anderson



SCHEDULE A

1. ALABAMA: No amendment to the Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing was required.
2. ARKANSAS: Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing executed by Warren Oil Company, LLC as Borrower to a trustee designated therein for the benefit of First Tennessee Bank National Association as Administrative Agent, encumbering certain real property in Crittenden County, Arkansas and recorded on October 3, 2019 in Book 2019 at Page 04535 with the Crittenden County Clerk.
3. ILLINOIS: Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing executed by Warren Oil Company, LLC as Borrower for the benefit of First Tennessee Bank National Association as Administrative Agent, encumbering certain real property in Williamson County, Illinois and recorded on September 30, 2019 with the Williamson County Clerk and Recorder in Book 292, Page 198 (File # 2019 00007179).
4. NORTH CAROLINA: Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing executed by Warren Oil Company, LLC as Borrower to a trustee designated therein for the benefit of First Tennessee Bank National Association as Administrative Agent, encumbering certain real property located in Harnett County, North Carolina and recorded in the Register of Deeds for Harnett County, North Carolina on September 30, 2019 in Book 3741, Page 104.
5. PENNSYLVANIA: Open End Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing executed by Warren Oil Company, LLC as Borrower for the benefit of First Tennessee Bank National Association as Administrative Agent, encumbering certain real property in Cambria County, Pennsylvania and recorded in the Recorder of Deeds Office of Cambria County, Pennsylvania on October 1, 2019 as Document No. 2019-00009822.
6. PENNSYLVANIA: Open End Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing executed by Warren Oil Company, LLC as Borrower for the benefit of First Tennessee Bank National Association as Administrative Agent, encumbering certain real property in Westmoreland County, Pennsylvania and recorded in the Recorder of Deeds Office of Westmoreland County, Pennsylvania on October 1, 2019 as Document No. 201910010029859.
7. TEXAS: Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing executed by Warren Oil Company, LLC as Borrower to a trustee designated therein for the benefit of First Tennessee National Association as Administrative Agent, encumbering certain real property in Bexar County, Texas and recorded on September 30, 2019 as Document No. 20190195364 with the Bexar County Clerk.