OP \$340.00 76444926

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM545973

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Refined Technologies, Inc.		09/15/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BancFirst
Street Address:	7625 East 51st Street
City:	Tulsa
State/Country:	OKLAHOMA
Postal Code:	74145
Entity Type:	Chartered Bank: OKLAHOMA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	76444926	REFINED TECHNOLOGIES
Serial Number:	76554444	STRATEGIC CHEMISTRY
Serial Number:	76200332	VAPORGANIC
Serial Number:	85083077	PERMANNA
Serial Number:	86317367	QUENCH
Serial Number:	76307469	PETRO BLAST
Serial Number:	86972528	QUIKTURN RX
Serial Number:	87536422	QTRX2
Serial Number:	76015640	QUIKTURN
Serial Number:	75928760	QUIKTURN
Serial Number:	77572534	TIDAL WAVE
Serial Number:	76401440	SUPER Q
Serial Number:	87543401	STRATEGIC SERVICES

CORRESPONDENCE DATA

Fax Number: 9185929801

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: 918.592.9871

Email: debra.pascoe@crowedunlevy.com

TRADEMARK
REEL: 006775 FRAME: 0672

900520074

Correspondent Name: Debra L. Pascoe, ACP
Address Line 1: 321 South Boston Avenue

Address Line 2: Suite 500

Address Line 4: Tulsa, OKLAHOMA 74103

NAME OF SUBMITTER:Debra L. Pascoe, ACPSIGNATURE:/Debra L. Pascoe, ACP/DATE SIGNED:10/21/2019

Total Attachments: 3

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TRADEMARK
REEL: 006775 FRAME: 0673

SECURITY AGREEMENT / NOTICE OF SECURITY INTEREST (U.S. TRADEMARKS - REFINED TECHNOLOGIES, INC.)

THIS SECURITY AGREEMENT/NOTICE OF SECURITY INTEREST (TRADEMARKS) (this "Agreement") entered into as of September 15, 2019, is made by REFINED TECHNOLOGIES, INC. (the "Grantor") in favor of BANCFIRST (the "Administrative Agent") for the benefit of the Lenders (as defined below).

WHEREAS, Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Exhibit 1, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office, as more fully set forth on Exhibit 1 (the "<u>Trademarks</u>"); and

WHEREAS, pursuant to the Credit Agreement dated as of even date herewith (such agreement, as amended, restated, supplemented or otherwise modified from time to time, being hereinafter referred to as the "Credit Agreement") between and among Grantor and its Subsidiaries listed on Schedule 3.28 annexed thereto, as borrowers (collectively, the "Borrowers"), the lenders party thereto (each a "Lender" and collectively, the "Lenders"), and the Administrative Agent, the Lenders have agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrowers have entered into a certain Security Agreement dated as of even date with the Credit Agreement (the "Security Agreement"), in favor of the Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Administrative Agent for the benefit of the Lenders a continuing security interest in all right, title and interest of Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Trademark Collateral"), to secure the payment, performance and observance of the Obligations (as described in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to the Administrative Agent for the benefit of the Lenders, a continuing security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Obligations.

Notwithstanding the foregoing, Trademark Collateral shall exclude any Trademark in which the grant or a pledge of a security interest in and to or a Lien (as defined in the Security Agreement) on such Trademark would result in the invalidity, unenforceability, abandonment, cancellation or voiding of the same.

In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

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Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the under by its officer thereunto duly authorized as or	rsigned has caused this Agreement to be duly executed f the day and year first above written.
	REFINED TECHNOLOGIES, INC., a Delaware corporation By William R. Nath, Vice President
STATE OF TEXAS)) ss.	
COUNTY OF HARRIS)	
	before me this <u>15</u> day of September, 2019, by the Technologies, Inc., a Delaware corporation.
	Notary Public
My Commission # $10 3 1 $ expires:	
[SEAL] E Notary Comm	RIKA A. TREVINO y Public, State of Texas m. Expires 10-31-2021 ptary ID 129612052

EXHIBIT 1

TRADEMARKS U.S. APPLICATIONS/REGISTRATIONS

	Name	Registration Number	Serial/File Number
1	Refined Technologies	2,758,511	76444926
2	Strategic Chemistry	2,932,476	76554444
3	Vaporganic	2,633,003	76200332
4	Permanna	3,953,945	85083077
5	Quench	4,925,028	86317367
6	Petro Blast	2,738,299	76307469
7	QuikTurn RX	5,174,875	86972528
8	QTRX2	5,396,395	87536422
9	QuikTurn	2,457,143	76015640
10	QuikTurn	2,521,106	75928760
11	TidalWave	3,723,452	77572534
12	Super Q	2,792,508	76401440
13	Strategic Services	5,414,894	87543401

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RECORDED: 10/21/2019

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