

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618260

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southwestern Petroleum Lubricants, LLC		12/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank (a Texas Banking Association)		
Street Address:	1717 Main Street, 3rd Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3690483	ABSOLUBE	
Registration Number:	1357549	DIMONYL	
Registration Number:	1181127	FLEX.SHIELD	
Registration Number:	0807927	"HEART OF TEXAS ASPHALT"	
Registration Number:	1834226	LUBIUM	
Registration Number:	0861130	SWEPCO	
Registration Number:	0836592	SWEPCO	
Registration Number:	0839292	SWEPCO	
Registration Number:	0808029	SWEPCO	
Registration Number:	0812373	SWEPCO	
Registration Number:	0836169	SWEPCO	
Registration Number:	3590471	...TO KEEP IT RUNNING	
Registration Number:	1269864	UNI.SHIELD	
Registration Number:	0719772	ZONEX	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<i>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.</i>			

OP \$365.00 3690483

Phone: 2109787487
Email: venisa.dark@haynesboone.com
Correspondent Name: Venisa Dark, Haynes and Boone LLP
Address Line 1: 2323 Victory Avenue, Suite 700
Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER: 07898.252_Helbing

NAME OF SUBMITTER: Venisa Dark

SIGNATURE: /Venisa Dark/

DATE SIGNED: 01/04/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”), dated as of December 31, 2020, is made by Southwestern Petroleum Lubricants, LLC, a Delaware limited liability company (“*Grantor*”), in favor of Comerica Bank (“*Secured Party*”).

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 4, 2019, by and among Key Polymer Holdings, LLC, a Delaware limited liability company (“*Borrower*”) and Secured Party (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), Secured Party has agreed to extend certain loans to or for the direct or indirect benefit of Borrower and Grantor; and

WHEREAS, the Grantor is party to that certain Amended and Restated Security Agreement of even date herewith, among Secured Party, Borrower and Grantor (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **Definitions.** All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meaning provided for by the Code to the extent the same are used or defined therein.

2. **Grant of Security Interest in Intellectual Property Collateral.** Grantor (or if more than one Grantor signs this Agreement, each Grantor) hereby unconditionally grants, assigns, and pledges to Secured Party, to secure the obligations under the Credit Agreement and the other Secured Obligations, a continuing security interest (referred to in this Agreement as the “*Security Interest*”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Intellectual Property Collateral*”):

- (a) all of Grantor’s patents, patent applications, and patent licenses to which it is a party, including those referred to in Part A to Schedule I hereto;
- (b) all of Grantor’s trademarks and trademark licenses to which it is a party, including those referred to in Part B to Schedule I hereto;
- (c) all of Grantor’s copyrights and copyright licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

- (d) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles relating to the Intellectual Property Collateral covered by this Agreement; and
- (e) all proceeds of the foregoing, including all additions, attachments, accessions, parts, replacements, substitutions, renewals, interest, dividends, distributions, rights of any kind (including, but not limited to, stock splits, stock rights, voting and preferential rights), products, and all cash and non-cash proceeds of or pertaining to the above, including, without limit, insurance and condemnation proceeds, and cash or other property which were proceeds and are recovered by a bankruptcy trustee or otherwise as a preferential transfer by Grantor.

3. **Security for Secured Obligations.** This Agreement and the Security Interest created hereby secures the payment and performance of the Indebtedness, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Indebtedness and would be owed by Grantor, to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. **Security Agreement.** The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

SOUTHWESTERN PETROLEUM
LUBRICANTS, LLC

By: 
Name: William Newman
Title: Chairman

SCHEDULE I

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

(PART A)

PATENTS

None

(PART B)

TRADEMARKS

Attached

<u>®</u>	<u>PRODUCT/SERVICE MARK</u>	<u>REG. #/SERIAL #</u>	<u>REG. DATE/ FILING DATE</u>	<u>GOOD OR SERVICES</u>	<u>NEXT RENEWAL DATE</u>
	ABSOLUBE ®	3,690,483	9-29-2019 / 10-8-08	Lubricant product ingredient Cl. 1	September 29, 2029
	Dimonyl	1,357,549	9-26-14 / 9-3-1985	Engine Oil, Int'l Class 4	September 3, 2025
	FlexShield	1,181,127	12-8-2011 / 1-7-1981	Hv. Mastic Roof Coatings Int'l. Cl. 19	December 8, 2021
	"Heart of Texas Asphalt"	807,927	5-3-2016 / 5-3-1966	Asphalt in Cl. 12	May 3, 2026
	Lubium	1,834,226	05-03-2014/5-3-1994	Additive for gear lubricants Int'l. Cl. 1	May 3, 2024
	SWEPCCO (for All-Purpose Cleaners)	861130	11-26-2018 / 11-26-1968	All-Purpose Cleaners Cl. 52 (C. 3	November 26, 2028
	SWEPCCO (for Exterior Paints)	836,592	12-31-2016 / 10-10-1967	Exterior Paints in Class 16	October 10, 2027
	SWEPCCO (Insp. & Surveys Made to Anticipate Required Roof Repairs & Improvements)	839,292	11-21-2017 / 11-21-1967	Insp. & surveys made to anticipate required roof repairs & improvements Int'l Cl. 42	November 21, 2027
	SWEPCCO (Lubricating Oils & Greases)	808,029	5-10-2016 / 5-10-1966	Lubricating Oils & Greases in Cl. 15	May 10, 2026
	SWEPCCO (Mastic Type Roof Coating)	812,373	8-9-2016 / 8-9-1966	Mastic Type Roof Coating in Cl. 12	August 19, 2026
	SWEPCCO (Roof Glue, Bond Asphalt Roof)	836,169	10-31-2016 / 10-3-1967	Roofing Glue to Bond Asphalt Roofing Cl. 5	October 3, 2027
	... to keep it running®	3590471 / 77/508442	3-17-19 / 6-6-08	Lubricants Class 4	March 17, 2029
	Uni+Shield	1269864	03-13-2014/3-13-1984	Roofing Membrane in Int'l. Cl. 19	March 13, 2024
	ZoneX	719,772	8-8-2011 / 8-8-1961	All Purpose Liquid Cleaner Con. Cl. 52	August 8, 2021

(PART C)
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None