

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM623267

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Murphy USA Inc.		01/29/2021	Corporation: DELAWARE
Murphy Oil USA, Inc.		01/29/2021	Corporation: DELAWARE
Quick Chek Corporation		01/29/2021	Corporation: NEW JERSEY

## RECEIVING PARTY DATA

<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
<b>Street Address:</b>	10 South Dearborn Street
<b>Internal Address:</b>	Floor L2
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	5305578	MURPHY USA
Registration Number:	5290186	MURPHY USA
Registration Number:	3938678	MURPHY USA
Registration Number:	2180353	MURPHY USA
Registration Number:	5537091	MURPHY DRIVE
Registration Number:	5290017	MURPHY SPORT
Registration Number:	5290015	MURPHY EXPRESS
Registration Number:	4201833	QUICK STRIKE
Registration Number:	3938679	MP
Registration Number:	3938677	TXT.PAY.GO!
Registration Number:	3938676	MURPAY
Registration Number:	0291502	SPUR
Serial Number:	90157005	MDR
Serial Number:	90051367	FUELASSURE
Serial Number:	90156707	MURPHY DRIVE REWARDS
Serial Number:	88800211	FUELASSURE

OP \$790.00 5305578

Property Type	Number	Word Mark
Registration Number:	3553584	GET FRESH. GO FAST.
Registration Number:	2571364	LIFE, MADE EASIER
Registration Number:	3551501	Q
Registration Number:	3551500	Q
Registration Number:	3551503	Q
Registration Number:	3551502	Q
Registration Number:	4443750	QCAFÉ
Registration Number:	2490372	QUICK CHEK
Registration Number:	3722388	QUICK CHEK
Registration Number:	3691040	QUICK CHEK
Registration Number:	3588509	Q QUICK CHEK
Registration Number:	3551454	Q QUICK CHEK
Registration Number:	3858251	QUICK FREEZE
Registration Number:	5305579	MURPHY USA
Registration Number:	5713133	

**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.*

**Phone:** 202-370-4750

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** Joanna McCall

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** Cogency Global Inc.

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	1322256
<b>NAME OF SUBMITTER:</b>	Noah Belser
<b>SIGNATURE:</b>	/Noah Belser/
<b>DATE SIGNED:</b>	01/29/2021

**Total Attachments: 10**

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TRADEMARK SECURITY AGREEMENT dated as of January 29, 2021 (this "Agreement"), among MURPHY USA, INC. ("Murphy USA"), MURPHY OIL USA, INC. (the "Borrower"), the other SUBSIDIARIES from time to time party hereto and JPMORGAN CHASE BANK, N.A. ("JPMCB"), as Collateral Agent.

Reference is made to (a) the Credit Agreement dated as of January 29, 2021, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Murphy USA, the Borrower, the Lenders from time to time party thereto, JPMCB, as Revolving Administrative Agent and Collateral Agent, and Royal Bank of Canada, as Term Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of January 29, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Murphy USA, the Borrower, the other Subsidiary Loan Parties from time to time party thereto and JPMCB, as Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Murphy USA and the Subsidiary Loan Parties party hereto (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in

any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, and all common law rights related thereto, including those listed on Schedule I;

- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use Trademark applications prior to the filing, and acceptance by the United States Patent and Trademark Office, of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, if any, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use Trademark applications or the resulting Trademark registrations under applicable federal law.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

a) SECTION 4. Termination or Release. Upon the termination of the Collateral Agreement in accordance with Section 7.12 thereof, the Collateral Agent shall, at the expense of the applicable Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the security interest in the Trademark Collateral of such Grantor under this Agreement.

b) SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

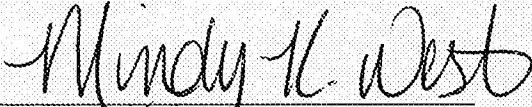
c) SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, emailed pdf. or other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual

executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act; *provided* that notwithstanding anything contained herein to the contrary, the Collateral Agent shall not be under any obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it.

[Signature Pages Follow]

MURPHY USA INC.,

by



Name: Mindy K. West

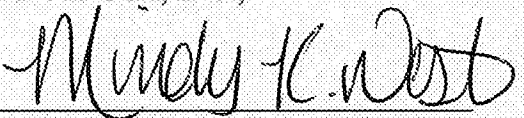
Title: Executive Vice President,  
Fuels; Chief Financial Officer  
and Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007174 FRAME: 0027**

MURPHY OIL USA, INC.,

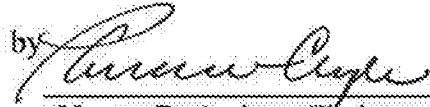
by



Name: Mindy K. West

Title: Executive Vice President,  
Fuels, Chief Financial Officer  
and Treasurer

QUICK CHEK CORPORATION,

by 


Name: R. Andrew Clyde

Title: President & Chief Executive  
Officer



JPMORGAN CHASE BANK, N.A., as  
Collateral Agent,

by

  
Name: Stephanie Balette  
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]



[[5569089]]

**TRADEMARK**  
**REEL: 007174 FRAME: 0030**

## SCHEDULE I

Trademarks/Trade Names Owned by Murphy Oil USA, Inc.*U.S. Trademark Registrations/Trademark Applications*

Mark	Application / Registration Number	Application / Registration Date
Word Mark: MURPHY USA  	5305579	10/10/2017
Word Mark: MURPHY USA	5305578	10/10/2017
Word Mark: MURPHY USA	5290186	9/19/2017
Word Mark: MURPHY USA  	3938678	3/29/2011
Word Mark: MURPHY USA  	2180353	8/11/1998
	5713133	4/2/2019
Word Mark: MURPHY DRIVE	5537091	8/7/2018
Word Mark: MURPHY SPORT	5290017	9/19/2017
Word Mark: MURPHY EXPRESS	5290015	9/17/2017
Word Mark: QUICK STRIKE	4201833	6/19/2012

Mark	Application / Registration Number	Application / Registration Date
Word Mark: MP 	3938679	3/29/2011
Word Mark: TXT.PAY.GO!	3938677	3/29/2011
Word Mark: MURPAY	3938676	3/29/2011
Word Mark: SPUR	0291502	2/9/1932
Word Mark: MDR	90157005	12/1/2020
Word Mark: FUELASSURE	90051367	12/1/2020
Word Mark: MURPHY DRIVE REWARDS 	90156707	9/3/2020
Word Mark: FUELASSURE	88800211	2/17/2020

Trademarks/Trade Names Owned by Quick Chek Corporation

*U.S. Trademark Registrations/Trademark Applications*

<b>Mark</b>	<b>Application / Registration Number</b>	<b>Application / Registration Date</b>
GET FRESH. GO FAST.	3553584	5/9/2008
LIFE, MADE EASIER	2571364	7/16/2001
Q (Stylized)	3551501	1/11/2008
Q (Stylized)	3551500	1/11/2008
Q (Stylized)	3551503	1/11/2008
Q (Stylized)	3551502	1/11/2008
QCAFÉ (in B&W)	4443750	9/17/2013
QUICK CHEK	2490372	9/18/2001
QUICK CHEK	3722388	12/8/2009
QUICK CHEK	3691040	9/6/2009
QUICK CHEK (& Design) (Below)	3588509	3/10/2009
QUICK CHEK (& Design) (Side)	3551454	12/23/2008
QUICK FREEZE	3858251	10/5/2010