

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM632859

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900586516

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Warren Oil Company, LLC		12/17/2020	Limited Liability Company: NORTH CAROLINA

**RECEIVING PARTY DATA**

<b>Name:</b>	First Horizon Bank
<b>Street Address:</b>	165 MADISON AVENUE
<b>City:</b>	Memphis
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	38103
<b>Entity Type:</b>	banking corporation: TENNESSEE

**PROPERTY NUMBERS Total: 33**

Property Type	Number	Word Mark
Serial Number:	85921123	RECYCLED OIL CERTIFIED RETAIL RECOVER RE
Serial Number:	85756150	MICROBE OIL SPILL CLEANER
Serial Number:	85412940	IT'S ALL ABOUT QUALITY
Serial Number:	77877149	SKYBLUE
Serial Number:	77980902	LUBRIGOLD
Serial Number:	77723674	LUBRIGOLD
Serial Number:	77388589	WARREN WORLD CLASS LUBRICANTS
Serial Number:	77424950	SOOTSLAYER
Serial Number:	77394089	QUALITY SUPREME
Serial Number:	77271697	FLEETALERT
Serial Number:	77049384	DEXMERC
Serial Number:	76430407	GENUINE
Serial Number:	76416035	GOLDEN STATE
Serial Number:	75322697	
Serial Number:	74612667	AUTOGUARD
Serial Number:	74612666	ITASCA
Serial Number:	74480700	EMPIRE
Serial Number:	74262952	SAXON GOLD

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	74201068	
Serial Number:	74612669	GOLD BAND
Serial Number:	74141694	WARREN
Serial Number:	75550832	"KITTY KITTY"
Serial Number:	88491675	C
Serial Number:	88126095	C
Serial Number:	88126103	COASTAL
Serial Number:	86421648	WARREN UNILUBE
Serial Number:	77348308	DUPLEX
Serial Number:	77348597	DUPLEX SINCE 1884
Serial Number:	75066836	COLD KING
Serial Number:	74091457	MULTITRAC
Serial Number:	74422161	DUPLEX
Serial Number:	74322782	UNIPLEX
Serial Number:	87099161	DUPLEX SINCE 1884

#### 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:** 4048792427  
**Email:** tmdocketing@wbd-us.com  
**Correspondent Name:** Laura A. Kees  
**Address Line 1:** P.O. Box 7037  
**Address Line 4:** Atlanta, GEORGIA 30357-0037

<b>NAME OF SUBMITTER:</b>	Emily S. Whittaker
<b>SIGNATURE:</b>	/Emily S. Whittaker/
<b>DATE SIGNED:</b>	03/18/2021

**Total Attachments: 10**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 17th day of December, 2020, by and among the Grantor listed on the signature pages hereof (the “Grantor”), and **FIRST HORIZON BANK**, a Tennessee banking corporation (“First Horizon”), in its capacity as agent for the Lenders and the other Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 17, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among Warren Oil Company, LLC (the “Borrower”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), Administrative Agent, and First Horizon as lead arranger and book runner, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders and the other Secured Parties are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Security Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for the benefit of Lenders and the other Secured Parties, that certain Security Agreement, dated as of December 17, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Lenders and the other Secured Parties, this Trademark Security 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, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit each of the Lenders and each of the other Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Administrative Agent, the other Lenders, other Secured Parties or any of them, 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 Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lenders and the other Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark 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 Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark

Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 23 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**WARREN OIL COMPANY, LLC**

By:   
Name: Dan Owczarzak  
Title: Manager

[Signature Page to Trademark Security Agreement]

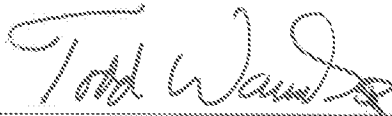
**TRADEMARK**  
**REEL: 007224 FRAME: 0782**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED  
BY:

FIRST HORIZON BANK, a Tennessee  
banking corporation, as Administrative  
Agent

By: 

Name: Todd Warrick



Title: Senior Vice President

[Signature Page to Trademark Security Agreement]


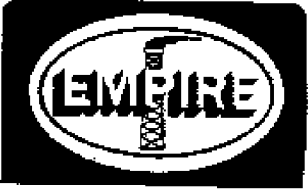


**TRADEMARK**  
**REEL: 007224 FRAME: 0783**




**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

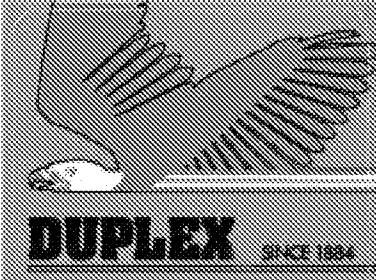
**Trademark Registrations/Applications**

<b><u>Mark/Title</u></b>	<b><u>Country</u></b>	<b><u>Type</u></b>	<b><u>App. No.</u></b>	<b><u>Reg. (Pub.) No.</u></b>	<b><u>Reg. (Pub.) Date</u></b>
RECYCLED OIL CERTIFIED RETAIL RECOVER REREFINE REBLEND REREFINING EVOLUTION & Design  	US	Trademark	85/921,123	4,461,653	01/07/2014
MICROBE OIL SPILL CLEANER	US	Trademark	85/756,150	4,357,496	06/25/2013
IT'S ALL ABOUT QUALITY	US	Trademark	85/412,940	4,269,167	01/01/2013
SKYBLUE	US	Trademark	77/877,149	3,817,411	07/13/2010
LUBRIGOLD	US	Trademark	77/980,902	3,902,131	01/04/2011
LUBRIGOLD	US	Trademark	77/723,674	4,164,879	06/26/2012
WARREN WORLD CLASS LUBRICANTS & Design  	US	Trademark	77/388,589	3,511,428	10/07/2008
SOOTSLAYER	US	Trademark	77/424,950	3,588,708	03/10/2009
QUALITY SUPREME	US	Trademark	77/394,089	3,569,225	02/03/2009
FLEETALERT	US	Trademark	77/271,697	3,422,633	05/06/2008



<u>Mark/Title</u>	<u>Country</u>	<u>Type</u>	<u>App. No.</u>	<u>Reg. (Pub.) No.</u>	<u>Reg. (Pub.) Date</u>
DEXMERC	US	Trademark	77/049,384	3,406,108	04/01/2008
GENUINE	US	Trademark	76/430,407	2,719,136	05/27/2003
GOLDEN STATE	US	Trademark	76/416,035	2,688,654	02/18/2003
Miscellaneous Design  	US	Trademark	75/322,697	2,947,015	05/10/2005
AUTOGUARD	US	Trademark	74/612,667	1,933,254	11/07/1995
ITASCA	US	Trademark	74/612,666	1,935,613	11/14/1995
EMPIRE & Design  	US	Trademark	74/480,700	1,881,800	03/07/1995
SAXON GOLD & Design  	US	Trademark	74/262,952	1,759,324	03/23/1993
Miscellaneous Design  	US	Trademark	74/201,068	1,810,328	12/14/1993
GOLD BAND	US	Trademark	74/612,669	1,986,674	07/16/1996

<u>Mark/Title</u>	<u>Country</u>	<u>Type</u>	<u>App. No.</u>	<u>Reg. (Pub.) No.</u>	<u>Reg. (Pub.) Date</u>
WARREN (Stylized)  	US	Trademark	74/141,694	1,695,658	06/23/1992
KITTY KITTY	US	Trademark	75/550,832	2,320,728	02/22/2000
C  	US	Trademark	88/491,675	6,110,901	07/28/2020
C  	US	Trademark	88/126,095	5900543	11/05/2019
COASTAL	US	Trademark	88/126,103	5906529	11/12/2019
GOLDEN STATE	STATE (PR)	Trademark		206705	09/04/2014
QUALITY SUPREME	STATE (PR)	Trademark		205999	09/04/2014
Quality Supreme	Bolivia	Trademark	650-2007	112207	12/31/2007
wo lun jia  沃伦佳	China	Trademark	16620743	16620743	05/21/2016
wo lun jia  沃伦佳	China	Trademark	16620797	16620797	05/21/2016

<u>Mark/Title</u>	<u>Country</u>	<u>Type</u>	<u>App. No.</u>	<u>Reg. (Pub.) No.</u>	<u>Reg. (Pub.) Date</u>
WARRGUARD	China	Trademark	16620845	16620845	05/21/2016
WARREN	China	Trademark	1508224	1508224	01/21/2001
WARREN	China	Trademark	1340063	1340063	12/07/1999
WOLUN 沃伦	China	Trademark	1508223	1508223	01/21/2001
WARREN UNILUBE	US	Trademark	86/421,648	4,865,507	12/08/2015
DUPLEX	US	Trademark	77/348,308	3,822,353	07/20/2010
DUPLEX SINCE 1884 & Design 	US	Trademark	77/348,597	3,825,573	07/27/2010
COLD KING Note: Renewal filing period ends on 01/14/17.	US	Trademark	75/066,836	2,030,319	01/14/1997
MULTITRAC	US	Trademark	74/091,457	2,020,084	12/03/1996
DUPLEX	US	Trademark	74/422,161	1,839,205	06/14/1994
UNIPLEX	US	Trademark	74/322,782	1,802,536	11/02/1993
DUPLEX SINCE 1884 & New Eagle Design	US	Trademark	87/099,161	5,155,083	03/07/2017

<u>Mark/Title</u>	<u>Country</u>	<u>Type</u>	<u>App. No.</u>	<u>Reg. (Pub.) No.</u>	<u>Reg. (Pub.) Date</u>
