

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687971

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DRYDENE PERFORMANCE PRODUCTS, LLC		09/13/2021	Limited Liability Company: PENNSYLVANIA
PPC LUBRICANTS, LLC		09/13/2021	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Administrative Agent		
Street Address:	209 S. Lasalle Street, Suite 300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	5542677	ALL	
Registration Number:	5603279	ALL TECHNOLOGY	
Registration Number:	5542668	ALL TECHNOLOGY ADVANCED LUBRICITY LIFE	
Registration Number:	5542669	ALL TECHNOLOGY ADVANCED LUBRICITY LIFE	
Registration Number:	6025730	A-MAIN	
Registration Number:	6242631	COMPETITION-GRADE ZDDP	
Registration Number:	5690717	COMPRESSALL	
Registration Number:	2496151	CRL LUBRICANTS	
Registration Number:	2496150	CRL LUBRICANTS	
Registration Number:	5347807	DIESELALL	
Registration Number:	5347808	DIESELALL PLUS	
Registration Number:	6025721	DRF	
Registration Number:	6242629	DRF	
Registration Number:	5330691	DRYDENE	
Registration Number:	5480862	DRYDENE	
Registration Number:	5491189	DRYDENE ENGINE OILS GREASES	
Registration Number:	5851929	DRYDENE HEAVY DUTY LUBES	

OP \$765.00 5542677

Property Type	Number	Word Mark
Registration Number:	6025720	DRYDENE RACING FORMULAS
Registration Number:	5542680	GEARALL
Registration Number:	5850412	PPC DEF SOLUTIONS
Registration Number:	5930288	PPC LUBRICANTS
Registration Number:	5930289	PPC LUBRICANTS
Registration Number:	5875597	RADIUS
Registration Number:	5875596	RELENTAC
Registration Number:	5690719	RETRAPLEX
Registration Number:	6254658	RETRAPLEX DIAMOND BLUE
Registration Number:	6025731	SHAKEDOWN
Registration Number:	5690713	THERMODYNALL
Registration Number:	5480993	TRANSALL
Serial Number:	90629661	TRX

CORRESPONDENCE DATA

Fax Number: 8602402701

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: 8602402935

Email: michelle.fournier@morganlewis.com

Correspondent Name: Michelle Fournier

Address Line 1: Morgan, Lewis & Bockius LLP

Address Line 2: One State Street

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Michelle Walters Fournier
SIGNATURE:	/Michelle Walters Fournier/
DATE SIGNED:	11/14/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 13, 2021, is made by **DRYDENE PERFORMANCE PRODUCTS, LLC**, a Pennsylvania limited liability company and **PPC LUBRICANTS, LLC**, a Pennsylvania limited liability company (each a “Grantor” and collectively, the “Grantors”), in favor of U.S. Bank National Association, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuer (as defined in the Loan Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of July 28, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among RelaDyne Inc., a Delaware corporation (the “Borrower”), the other Credit Parties, the Lenders and the L/C Issuer from time to time party thereto and the Administrative Agent, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Loan Agreement to guarantee the Obligations (as defined in the Loan Agreement) of the Borrower; and

WHEREAS, each Grantor is party to the Loan Agreement pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Administrative Agent to enter into the Loan Agreement and to induce the Lenders and the L/C Issuer to make their respective loans and extensions of credit to the Borrower, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks (other than any “intent-to-use” Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Loan Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Loan Agreement, the Loan Agreement shall control.

Section 4. Grantors Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Loan Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon (a) the payment and performance in full of the Obligations (other than any outstanding indemnification obligations) and cash collateralization of Letters of Credit and (b) such time as no Lender or any other Person shall have any obligation to grant, and no Person shall have any further right to obtain, any loans, letters of credit, bankers' acceptances, or other extensions of credit under the documents relating to the Obligations. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the internal laws (but otherwise without regard to the conflict of laws provisions) of the State of New York, but giving effect to federal laws applicable to national banks.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DRYDENE PERFORMANCE PRODUCTS, LLC,
as Grantor

By: 

Name: Brian Robinson

Title: Chief Financial Officer, Vice President,
Secretary and Treasurer

PPC LUBRICANTS, LLC, as Grantor

By: 

Name: Brian Robinson

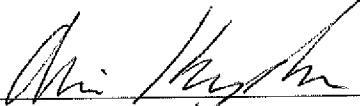
Title: Chief Financial Officer, Vice President,
Secretary and Treasurer

[Signature Page to Trademark Security Agreement – RelaDyne]

TRADEMARK
REEL: 007494 FRAME: 0219

ACCEPTED AND AGREED
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Ari Kaplan
Title: S.J.P.

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	App. No./Reg. No.	App. Date	Reg. Date	Owner	Status
ALL	RN: 5542677 SN: 87662889	October 27, 2017	August 14, 2018	Drydene Performance Products, LLC	Registered
ALL TECHNOLOGY	RN: 5603279 SN: 87774646	January 29, 2018	November 6, 2018	Drydene Performance Products, LLC	Registered
ALL TECHNOLOGY ADVANCED LUBRICITY LIFE	RN: 5542668 SN: 87661147	October 26, 2017	August 14, 2018	Drydene Performance Products, LLC	Registered
ALL TECHNOLOGY ADVANCED LUBRICITY LIFE & Design	RN: 5542669 SN: 87661238	October 26, 2017	August 14, 2018	Drydene Performance Products, LLC	Registered
A-MAIN	RN: 6025730 SN: 88534017	July 24, 2019	March 31, 2020	Drydene Performance Products, LLC	Registered
COMPETITION-GRADE ZDDP & Design	RN: 6242631 SN: 88653850	October 14, 2019	January 12, 2021	Drydene Performance Products, LLC	Registered
COMPRESSALL	RN: 5690717 SN: 88043225	July 18, 2018	March 5, 2019	Drydene Performance Products, LLC	Registered
CRL LUBRICANTS	RN: 2496151 SN: 76129504	September 15, 2000	October 9, 2001	PPC Lubricants, LLC	Registered
CRL LUBRICANTS & Design	RN: 2496150 SN: 76129503	September 15, 2000	October 9, 2001	PPC Lubricants, LLC	Registered
DIESELALL	RN: 5347807 SN: 87327055	February 7, 2017	November 28, 2017	Drydene Performance Products, LLC	Registered
DIESELALL PLUS	RN: 5347808 SN: 87327088	February 7, 2017	November 28, 2017	Drydene Performance Products, LLC	Registered
DRF	RN: 6025721 SN: 88521900	July 18, 2019	March 31, 2020	Drydene Performance Products, LLC	Registered
DRF - Stylized	RN: 6242629 SN: 88653808	October 14, 2019	January 12, 2021	Drydene Performance Products, LLC	Registered
DRYDENE	RN: 5330691 SN: 87086905	June 28, 2016	November 7, 2017	Drydene Performance Products, LLC	Registered

Trademark	App. No./Reg. No.	App. Date	Reg. Date	Owner	Status
DRYDENE & Design	RN: 5480862 SN: 87661020	October 26, 2017	May 29, 2018	Drydene Performance Products, LLC	Registered
DRYDENE ENGINE OIL GREASES & Design	RN: 5491189 SN: 87661093	October 26, 2017	June 12, 2018	Drydene Performance Products, LLC	Registered
DRYDENE HEAVY DUTY LUBES	RN: 5851929 SN: 87086979	June 28, 2016	September 3, 2019	Drydene Performance Products, LLC	Registered
DRYDENE RACING FORMULAS	RN: 6025720 SN: 88521889	July 18, 2019	March 31, 2020	Drydene Performance Products, LLC	Registered
GEARALL	RN: 5542680 SN: 87663456	October 28, 2017	August 14, 2018	Drydene Performance Products, LLC	Registered
PPC DEF SOLUTIONS	RN: 5850412 SN: 88303347	February 15, 2019	September 3, 2019	PPC Lubricants, LLC	Registered
PPC LUBRICANTS	RN: 5930288 SN: 88182154	November 5, 2018	December 10, 2019	PPC Lubricants, LLC	Registered
PPC LUBRICANTS & Design	RN: 5930289 SN: 88182209	November 5, 2018	December 10, 2019	PPC Lubricants, LLC	Registered
RADIUS	RN: 5875597 SN: 88111624	September 11, 2018	October 1, 2019	Drydene Performance Products, LLC	Registered
RELENTAC	RN: 5875596 SN: 88111601	September 11, 2018	October 1, 2019	Drydene Performance Products, LLC	Registered
RETRAPLEX	RN: 5690719 SN: 88043248	July 18, 2018	March 5, 2019	Drydene Performance Products, LLC	Registered
RETRAPLEX DIAMOND BLUE	RN: 6254658 SN: 88743407	December 31, 2019	January 26, 2021	Drydene Performance Products, LLC	Registered
SHAKEDOWN	RN: 6025731 SN: 88534031	July 24, 2019	March 31, 2020	Drydene Performance Products, LLC	Registered
THERMODYNALL	RN: 5690713 SN: 88043178	July 18, 2018	March 5, 2019	Drydene Performance Products, LLC	Registered
TRANSALL	RN: 5480993 SN: 87662947	October 27, 2017	May 29, 2018	Drydene Performance Products, LLC	Registered

2. TRADEMARK APPLICATIONS

Trademark	App. No./Reg. No.	App. Date	Reg. Date	Owner	Status
TRX	SN: 90629661	April 7, 2021		Drydene Performance Products, LLC	Pending

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