

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM729892

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PetroChoice Holdings, Inc.		05/23/2022	Corporation: DELAWARE
PetroChoice Dynamo LLC		05/23/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Delaware Trust Company, as Collateral Agent		
Street Address:	251 Little Falls Drive		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Trust Company: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	5011833	TLS	
Registration Number:	5058422	ENGINE GUARD	
Registration Number:	5014891	THE LUBRICANT STORE	
Serial Number:	90871356	THE LUBRICANT STORE	
Registration Number:	5014892	THELUBRICANTSTORE.COM	
Serial Number:	90805768	THELUBRICANTSTORE.COM	
Registration Number:	2851082	MEDALLION PLUS	
Registration Number:	3696944	PETROCHOICE	
Registration Number:	4439247	PETROCHOICE	
Registration Number:	2750693	MEDALLION PLUS	
Registration Number:	6707150	MEDALLION PLUS	
Registration Number:	4440227	CHOICE LUBRICANTS	
Registration Number:	6707151	M	
Serial Number:	90677927	PCNOW	
Registration Number:	6298235	PETROCHOICE GOLD	
Registration Number:	3422262	PETROLIANCE	
Registration Number:	1832570	21C	
Registration Number:	4400859		

OP \$865.00 5011833

Property Type	Number	Word Mark
Serial Number:	90746259	
Registration Number:	602075	DEZOL
Registration Number:	904163	DYNA-PLEX
Serial Number:	90746248	DYNA-PLEX 21C
Registration Number:	1200802	DYNA-PLEX 21C
Registration Number:	3917822	ECO ULTRA
Registration Number:	4400857	ECO ULTRA
Registration Number:	5058423	ENGINE V GUARD
Registration Number:	5496525	FRICTION SHIELD
Registration Number:	3075286	LIFELINES
Registration Number:	3204018	SYNZOL
Registration Number:	3236729	SYNZOL
Registration Number:	4179437	UNIVERSAL
Registration Number:	4400856	UNIVERSAL
Registration Number:	4403980	SINCE 1929 UNIVERSAL LUBRICANTS, LLC
Registration Number:	2740195	UNIVERSAL

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1692443 TM
NAME OF SUBMITTER:	Karen Cottrell
SIGNATURE:	/Karen Cottrell/
DATE SIGNED:	05/24/2022

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is dated as of May 23, 2022, and entered into by and among:

- 1) Each of the undersigned Grantors (each a “Grantor” and, collectively, the “Grantors”);
- 2) Delaware Trust Company, as the Collateral Agent (in such capacity, together with its successors and permitted assigns, herein called the “Collateral Agent”) for the Secured Parties.

WHEREAS, reference is made to a senior secured term loan facility, dated as of May 23, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Millennium Moove Corp., a Delaware Corporation (the “Borrower”), the Guarantors from time to time party thereto, the several lenders from time to time parties thereto (each, a “Lender” and collectively, the “Lenders”), JPMorgan Chase Bank, N.A., as the Administrative Agent and Delaware Trust Company, as the Collateral Agent, pursuant to which, among other things, the Lenders have severally agreed to make the Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor, owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, each Grantor is party to that certain Pledge and Security Agreement dated as of May 23, 2022 (as amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), by and among the Borrower, each of the Subsidiaries party thereto as grantors and the Collateral Agent pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement (this “Agreement”).

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Pledge and Security Agreement, to evidence further the security interest granted by each Grantor to the Collateral Agent pursuant to the Pledge and Security Agreement, each Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “Trademark Collateral”), other than Excluded Property:

- (i) all (a) trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (“Trademarks”), (b) Trademark registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof (including, without limitation, the trademarks set forth on Schedule A annexed hereto), and (c) common law and other rights (but in

no event any of the obligations) in and to the Trademarks in the United States and any state thereof;

(ii) all goodwill of such Grantor's business symbolized by the Trademarks associated therewith;

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral;

(iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing, and all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto and all agreements relating to the license, ownership, development, use or disclosure of any of the foregoing;

(v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world; and

(vi) all Proceeds thereof.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2(a) of the Pledge and Security Agreement attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Pledge and Security Agreement. Section 2 of the Pledge and Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

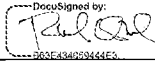
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

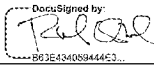
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IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PETROCHOICE HOLDINGS, INC.

By: 
Name: Richard Oswald
Title: Chief Financial Officer, Treasurer
and Secretary

PETROCHOICE DYNAMO LLC

By: 
Name: Richard Oswald
Title: Chief Financial Officer, Treasurer
and Secretary

Accepted and Agreed:


DELAWARE TRUST COMPANY,
as the Collateral Agent








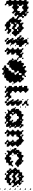




By: 

Name: Sean Foronjy
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademarks:

	Trademark	Owner	Application/Registration No.	Filing/Registration Date
1.		PetroChoice Holdings, Inc.	Reg. No. 5011833	11/25/2020
2.	ENGINE GUARD	PetroChoice Dynanno LLC	Reg. No. 5058422	10/11/2016
3.	The Lubricant Store	PetroChoice Holdings, Inc.	Reg. No. 5014891	08/02/2016
4.	THE LUBRICANT STORE	PetroChoice Holdings, Inc.	App. No. 90871356	August 8, 2021
5.	THE LUBRICANTSTORE.COM	PetroChoice Holdings, Inc.	Reg. No. 5014892	August 2, 2016
6.	THE LUBRICANTSTORE.COM	PetroChoice Holdings, Inc.	App No. 90805768	July 1, 2021
7.	MEDALLION PLUS	PetroChoice Holdings, Inc.	Reg. No. 2851082	06/08/2004
8.	PETROCHOICE	PetroChoice Holdings, Inc.	Reg. No. 3696944	10/22/2013

	<u>Trademark</u>	<u>Owner</u>	<u>Application/Registration No.</u>	<u>Filing/Registration Date</u>
9.		PetroChoice Holdings, Inc.	Reg. No. 4439247	November 26, 2013
10.		PetroChoice Holdings, Inc.	Reg. No. 2750693	10/22/2013
11.		PetroChoice Holdings, Inc.	Reg. No. 6707150	April 19, 2022
12.		PetroChoice Holdings, Inc.	Reg. No. 4440227	November 26, 2013
13.		PetroChoice Holdings, Inc.	Reg. No. 6707151	April 19, 2022
14.		PetroChoice Holdings, Inc.	App. No. 90677927	April 28, 2021
15.		PetroChoice Holdings, Inc.	Reg. No. 6298235	March 23, 2021
16.		PetroChoice Holdings, Inc.	Reg. No. 3422262	May 6, 2008
17.		PetroChoice Dynamo LLC	1832570	04/26/1994
18.		PetroChoice Dynamo LLC	Reg. No. 4400859	September 10, 2013
19.		PetroChoice Dynamo LLC	App. No. 90746259	June 1, 2021
20.		PetroChoice Dynamo LLC	Reg. No. 602075	February 15, 1955

	Trademark	Owner	Application/Registration No.	Filing/Registration Date
21.	DYNA-PLEX	PetroChoice Dynamo LLC	Reg. No. 904163	December 15, 1970
22.	 DYNA-PLEX PIC	PetroChoice Dynamo LLC	App. No. 90746248	June 1, 2021
23.	 DYNAPLEX 216	PetroChoice Dynamo LLC	Reg. No. 1200802	July 13, 1982
24.	ECO ULTRA	PetroChoice Dynamo LLC	Reg. No. 3917822	February 8, 2011
25.	 ECO ULTRA	PetroChoice Dynamo LLC	Reg. No. 4400857	September 10, 2013
26.	 ENGINE GUARD	PetroChoice Dynamo LLC	Reg. No. 5058423	October 11, 2016
27.	FRICITION SHIELD	PetroChoice Dynamo LLC	Reg. No. 5496525	June 19, 2018
28.	 LUBRING	PetroChoice Dynamo LLC	Reg. No. 3075286	April 4, 2006
29.	SYNZOL	PetroChoice Dynamo LLC	Reg. No. 3204018	January 30, 2007
30.	SYNZOL	PetroChoice Dynamo LLC	Reg. No. 3236729	May 1, 2007
31.	UNIVERSAL	PetroChoice Dynamo LLC	Reg. No. 4179437	July 24, 2012
32.	 Universal	PetroChoice Dynamo LLC	Reg. No. 4400856	September 10, 2013
33.	 Universal	PetroChoice Dynamo LLC	Reg. No. 4403980	September 17, 2013
34.	 UNIVERSAL	PetroChoice Dynamo LLC	Reg. No. 2740195	July 22, 2003