

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736311

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PACKERS ACQUISITION CO.		06/21/2022	Corporation: FLORIDA
AMALIE OIL COMPANY		06/21/2022	Corporation: FLORIDA
PETROLEUM PACKERS OF JACKSONVILLE II, INC.		06/21/2022	Corporation: FLORIDA
AOCLSC, INC.		06/21/2022	Corporation: FLORIDA
AOC OIL, INC.		06/21/2022	Corporation: FLORIDA
AMALIE AOC, LTD.		06/21/2022	Limited Partnership: FLORIDA
AC OIL CORP.		06/21/2022	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	3455 Peachtree Road NE
Internal Address:	Mail Code: GA7-024-12-05 (12th Floor)
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	97053452	THE TOUGH ONE
Registration Number:	6080740	RACPAC
Registration Number:	6052035	TECHNOLUBE

CORRESPONDENCE DATA

Fax Number: 4045228409

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: 4044205527

Email: rjk@phrd.com

Correspondent Name: Rhonda J. Kenyeri, Paralegal

Address Line 1: 303 Peachtree Street, Suite 3600

Address Line 4: Atlanta, GEORGIA 30308

TRADEMARK

REEL: 007759 FRAME: 0236

900702351

CH \$90.00 97053452

NAME OF SUBMITTER:	Bobbi Accord Noland
SIGNATURE:	/ban/
DATE SIGNED:	06/22/2022
Total Attachments: 9 source=06. Fourth Amendment and Supplement to Second Amended and Restated Trademark dated June 21, 2022 (Packers)#page1.tif source=06. Fourth Amendment and Supplement to Second Amended and Restated Trademark dated June 21, 2022 (Packers)#page2.tif source=06. Fourth Amendment and Supplement to Second Amended and Restated Trademark dated June 21, 2022 (Packers)#page3.tif source=06. Fourth Amendment and Supplement to Second Amended and Restated Trademark dated June 21, 2022 (Packers)#page4.tif source=06. Fourth Amendment and Supplement to Second Amended and Restated Trademark dated June 21, 2022 (Packers)#page5.tif source=06. Fourth Amendment and Supplement to Second Amended and Restated Trademark dated June 21, 2022 (Packers)#page6.tif source=06. Fourth Amendment and Supplement to Second Amended and Restated Trademark dated June 21, 2022 (Packers)#page7.tif source=06. Fourth Amendment and Supplement to Second Amended and Restated Trademark dated June 21, 2022 (Packers)#page8.tif source=06. Fourth Amendment and Supplement to Second Amended and Restated Trademark dated June 21, 2022 (Packers)#page9.tif	

**FOURTH AMENDMENT AND SUPPLEMENT TO SECOND
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

This Fourth Amendment and Supplement to Second Amended and Restated Trademark Security Agreement, dated as of June 21, 2022 (this "Agreement"), is made by and among **PACKERS ACQUISITION CO.**, a Florida corporation ("Packers"), **AMALIE OIL COMPANY**, a Florida corporation formerly known as Petroleum Packers, Inc. ("Amalie"), **PETROLEUM PACKERS OF JACKSONVILLE II, INC.**, a Florida corporation ("Jacksonville II"), **AOCLSC, INC.**, a Florida corporation ("AOCLSC"; together with Packers, Amalie, and Jacksonville II, each a "Borrower" and collectively, "Borrowers"), **AOC OIL, INC.**, a Florida corporation formerly known as Petroleum Packers of Jacksonville, Inc. ("Petroleum"), **AMALIE AOC, LTD.**, a Florida limited partnership ("Amalie AOC"), and **AC OIL CORP.**, a Florida corporation ("AC Oil"; together with Borrowers, Petroleum, and Amalie AOC, each individually, a "Company" and collectively "Companies"), each having its principal place of business at 1601 McCloskey Boulevard, Tampa, Florida 33605-6710, and **BANK OF AMERICA, N.A.**, a national banking association having an office at 3455 Peachtree Road NE, Mail Code: GA7-024-12-05 (12th Floor) Atlanta, Georgia 30326 (together with its successors and assigns, "Lender").

Recitals

Borrowers and Lender are parties to that certain Amended and Restated Loan and Security Agreement, dated as of December 27, 2018 (as amended, restated, modified or supplemented from time to time, the "Loan Agreement"), setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Borrowers.

Companies and Lender entered into that certain Second Amended and Restated Trademark Security Agreement, dated as of January 31, 2013 (as amended, restated supplemented or otherwise modified from time to time, including most recently by that certain Joinder and Third Amendment and Supplement to Second Amended and Restated Trademark Security Agreement, dated as of July 31, 2019, the "Existing Trademark Agreement"), as security for the Obligations owing under the Loan Agreement.

As a condition to continuing to extend credit to or the account of Borrowers under the Loan Agreement, Lender has required the execution and delivery of this Agreement by Companies, whereby Companies shall grant Lender a security interest in the Trademarks described herein.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined herein without definition shall have the meanings ascribed to such terms in the Existing Trademark Agreement.
2. Supplement to Existing Trademark Agreement. The Existing Trademark Agreement is hereby further amended and supplemented by adding the Trademarks listed on Schedule 1 to this Agreement to Exhibit A of the Existing Trademark Agreement.
3. Security Interest. Borrowers hereby irrevocably pledge and assign to, and grant to Lender a security interest (the "Security Interest"), with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement and the other Loan Documents, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrowers.

4. Acknowledgment. Each assignment, grant of security interest and other rights provided to Lender, together with all obligations, covenants and liabilities of, the Companies in the Existing Trademark Agreement are hereby reaffirmed. This Agreement has been executed and delivered by the Companies for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Lender in connection with the Loan Agreement and the Existing Trademark Agreement and is expressly subject to the terms and conditions thereof. The Existing Trademark Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

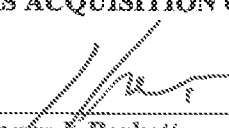
5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

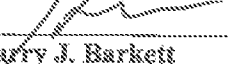
[Remainder of page intentionally left blank;
signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

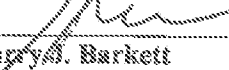
PACKERS ACQUISITION CO.

By: 
Name: Harry J. Barkett
Title: President

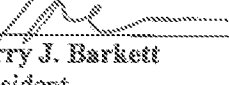
AMALIE OIL COMPANY

By: 
Name: Harry J. Barkett
Title: President

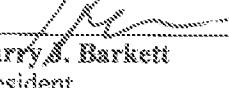
**PETROLEUM PACKERS OF JACKSONVILLE II,
INC.**

By: 
Name: Harry J. Barkett
Title: President

AOCLSC, INC.

By: 
Name: Harry J. Barkett
Title: President

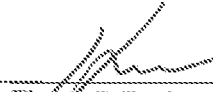
AOC OIL, INC.

By: 
Name: Harry J. Barkett
Title: President

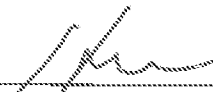
[Signatures continue on the following page.]

AMALIE AOC, LTD.

By: Packers Acquisition Co.,
its general partner

By: 
Name: **Harry J. Barkett**
Title: **President**

AC OIL CORP.

By: 
Name: **Harry J. Barkett**
Title: **President**






[Signatures continue on the following page.]

BANK OF AMERICA, N.A.

By: Jenifer Medzi
Name: **Jenifer Medzi**
Title: Senior Vice President

SCHEDULE I

Trademarks:

Country	Mark with Image	Applicant #	Registration Title	Registration #	Class Combination	Status
INDIA	AEEG				037	MAILED
INDIA	AEEG				042	MAILED
UNITED STATES	THE TOUGH ONE DESIGN 	87/053,452			04	PENDING
CHINA	I RALLYE & Design (New) 	49885151			01	PENDING
CANADA	L'EXCELLENCE DEPUIS 1905	2,109,509			01, 04	PENDING
MYANMAR	AMALIE	T/2020/12493			01, 04	PENDING
MYANMAR	U.S. LUBRICANTS	T/2020/12499			01, 04	PENDING
MYANMAR	WOLF'S HEAD	T/2020/12814			01, 04	PENDING
MYANMAR	WOLF'S HEAD LOGO 	T/2020/12896			01, 04	PENDING
CANADA	AMALIE AND DESIGN (HOLE MOTOR / MOTOR OIL) (RED/WHITE) 	2,109,508			01, 04	PENDING
MYANMAR	POLO	T/2020/11092			004	PENDING
CHINA	AMALIE WORD & DESIGN 	61454033			04	PENDING
CHINA	I RALLYE & Design	41955804			04	PUBLISHED
ARGENTINA	AMALIE	8982040			01	PUBLISHED
ARGENTINA	AMALIE	8983041			04	PUBLISHED

VIETNAM	1 & RALLYE FLAG DESIGN (NEW)	412021-11484			01, 04	PUBLISHED
CHINA	AMALIE WORD & DESIGN	61454775			01	PUBLISHED

CHINA	AMALIE IN CHINESE SYMBOLS (PRIDE HORSEPOWER)	40910896	7/21/2020	40910896	1	REGISTERED

CHINA	AMALIE IN CHINESE SYMBOLS (PRIDE HORSEPOWER)	40906721	7/7/2020	40906721	04	REGISTERED

UNITED KINGDOM	AMALIE	UK00960233023	5/18/2001	UK00960233023	04	REGISTERED
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MYANMAR	AMALIE	4/3002/2020	2/28/2020	4/3002/2020	01	REGISTERED
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MYANMAR	AMALIE	4/3006/2020	2/28/2020	4/3006/2020	04	REGISTERED
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HONG KONG	RALLYE	30502591	2/8/2020	30502591	04	REGISTERED
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MYANMAR	U.S. LUBRICANTS	4/3008/2020	2/28/2020	4/3008/2020	01	REGISTERED
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MYANMAR	U.S. LUBRICANTS	4/3007/2020	2/28/2020	4/3007/2020	04	REGISTERED
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MYANMAR	WOLF'S HEAD	4/3094/2020	2/28/2020	4/3094/2020	01	REGISTERED
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MYANMAR	WOLF'S HEAD	4/3005/2020	2/28/2020	4/3005/2020	04	REGISTERED
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CHINA	WOLF'S HEAD LOGO (right)	41479947	3/26/2021	41479947	01	REGISTERED

MYANMAR	WOLF'S HEAD LOGO 	4/30/2020	2/25/2020	4/30/2020	01	REGISTERED
MYANMAR	WOLF'S HEAD LOGO 	4/30/2020	2/25/2020	4/30/2020	04	REGISTERED
MEXICO	XCEL	2247790	1/20/2020	2075024	01	REGISTERED
UNITED KINGDOM	XCEL & Design 	UK00917925459	11/16/2018	UK00917925485	01	REGISTERED
UNITED KINGDOM	XCEL & Design 	UK00917928485	11/8/2018	UK00917928485	04	REGISTERED
PARAGUAY	VALVE TECH	1050295	11/26/2001	535305	04	REGISTERED
UNITED KINGDOM	AMALIE	UK00901429631	5/4/2019	UK00901429631	01, 04	REGISTERED
UNITED STATES	RACPAC 	87/563,634	6/16/2010	6,089,740	001, 004	REGISTERED
UNITED STATES	TECHNOLUBE 	85/628,110	5/12/2005	6,052,035	001, 004	REGISTERED

JAPAN	ANSAGE	2018-367164	7/17/2020	2018-367164	01, 04	REGISTERED
UNITED KINGDOM	VISTONE	UK00506822523	8/4/2008	UK00506822523	01, 04	REGISTERED
MYANMAR	POLO	4/3001/2020	2/28/2020	4/3001/2020	004	REGISTERED