

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROYAL J & M DISTRIBUTING INC.		11/04/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	CIBC BANK USA, as administrative agent		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4244702	VIRAL LUBRICANTS	
Registration Number:	3286034	IGNITION	
CORRESPONDENCE DATA			
Fax Number:	7134693899		
<i>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.</i>			
Phone:	713-469-3609		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	Paul K. Zachry		
Address Line 1:	811 Main Street		
Address Line 2:	Reed Smith LLP		
Address Line 4:	Houston, TEXAS 77002-6110		
NAME OF SUBMITTER:	Paul K. Zachry		
SIGNATURE:	/Paul K. Zachry/		
DATE SIGNED:	11/08/2022		
Total Attachments: 4			
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OP \$65.00 4244702

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made this November 4, 2022, by ROYAL J & M DISTRIBUTING INC., an Ontario corporation (the “**Grantor**”) for the benefit of CIBC BANK USA, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, in such capacity, the “**Agent**”). All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement.

RECITALS

WHEREAS, the Grantor, as borrower (the “**Borrower**”), the other Loan Parties party thereto, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”) and the Agent, are party to a Credit Agreement, dated as of November 4, 2022 (as amended, amended and restated, restated, supplemented or otherwise modified, extended, replaced, or refinanced from time to time, the “**Credit Agreement**”; all terms used but not defined herein shall have the meaning ascribed to such terms in the Credit Agreement); and

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver to the Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, IT IS AGREED:

1. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby pledges and hereby grants to the Agent, for the benefit of the Lenders, a security interest in, all of the following, whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, wherever located (collectively, the “**Trademark Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) all rights, priorities and privileges relating to Trademarks, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Trademarks referred to on Schedule I, all goodwill associated therewith, and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

(b) all renewals and extensions of the foregoing trademarks; and

(c) to the extent not otherwise included all proceeds and products of, and all past, present and future income, royalties and any other payments associated with the foregoing, now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing and all collateral security, liens, guarantees, rights, remedies and privileges given by any Person with respect to any of the foregoing.

2. **SECURITY FOR OBLIGATIONS.** This Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor

to the Agent or any Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Bankruptcy Code involving the Grantor.

3. SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of this Agreement shall automatically apply thereto and Grantor shall execute a supplement hereto in accordance with the Credit Agreement. Notwithstanding the foregoing, no failure to supplement this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The effectiveness of this Agreement, the counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto.

6. CONSTRUCTION. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

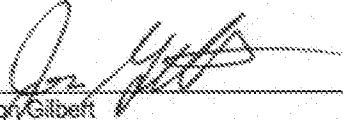
7. GOVERNING LAW. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS EXCEPT SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.**

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:



ROYAL J & M DISTRIBUTING INC.

By: 
Name: Jeff Gilbert
Title: Secretary

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Grantor	Mark	Source	Status	Class(es)	App./Reg. No.
ROYAL J & M DISTRIBUTING INC.	 Viral Lubricants	USPTO	Registered	4	4244702
ROYAL J & M DISTRIBUTING INC.	 Ignition	USPTO	Registered	12	3286034