

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM793568

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VALVOLINE LICENSING AND INTELLECTUAL PROPERTY LLC		03/10/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	THE BANK OF NOVA SCOTIA		
Street Address:	44 KING STREET WEST		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5H 1H1		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5436510	CHANGING EXPECTATIONS	
Registration Number:	6234372	SEE THE JOB DONE RIGHT, RIGHT BEFORE YOU	
Registration Number:	5313687	SERVICE YOU CAN SEE. EXPERTS YOU CAN TRU	
Registration Number:	5769894	STAY IN YOUR CAR FOR A CHANGE	
Registration Number:	5800838	VIOC	
Registration Number:	5880650	CARCAM	
Registration Number:	6043005	VALVOLINE CARCAM	
Serial Number:	97779208	VALVOLINE SMART CHECK	
Serial Number:	97779217	VALVOLINE SMART DIAGNOSTICS	
Serial Number:	97771186	VALVOLINE CARE360	
Serial Number:	97771205	VALVOLINE MAXDRIVE	
Serial Number:	97699863	MYVALVOLINE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		

OP \$315.00 5436510

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: 1933507 TM

NAME OF SUBMITTER: Caroline Hughes

SIGNATURE: /Caroline Hughes/

DATE SIGNED: 03/10/2023

Total Attachments: 5

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Trademark Security Agreement No. 2

Trademark Security Agreement No. 2, dated as of March 10, 2023, by VALVOLINE LICENSING AND INTELLECTUAL PROPERTY LLC, a Delaware limited liability company (the "Grantor"), in favor of THE BANK OF NOVA SCOTIA, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Security Agreement dated as of September 26, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement No. 2;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement No. 2 is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement No. 2 is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent and the Grantor shall otherwise agree.

SECTION 4. Termination. Without limiting Section 11.4 of the Security Agreement, upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement No. 2.

SECTION 5. Counterparts. This Trademark Security Agreement No. 2 may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. The words "execution," "signed," "signature," and words of like import in this Trademark Security Agreement No. 2 shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. Governing Law. This Trademark Security Agreement No. 2 and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement No. 2 or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement No. 2 to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

VALVOLINE LICENSING AND
INTELLECTUAL PROPERTY LLC,
as Grantor

by 

Name: Lynn P. Freeman
Title: Vice President and Assistant
Treasurer

Accepted and Agreed:

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: _____

Name: Todd Kennedy

Title: Managing Director

[Valvoline – Signature Page to Trademark Security Agreement No. 2]

TRADEMARK
REEL: 008022 FRAME: 0486

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT NO. 2
TRADEMARK REGISTRATIONS

OWNER	Registration Number	Trademark
Valvoline Licensing and Intellectual Property LLC	5436510	Changing Expectations
Valvoline Licensing and Intellectual Property LLC	6234372	See the job done right, right before your eyes
Valvoline Licensing and Intellectual Property LLC	5313687	Service You Can See. Experts You Can Trust
Valvoline Licensing and Intellectual Property LLC	5769894	Stay in your car for a change
Valvoline Licensing and Intellectual Property LLC	5800838	VIOC
Valvoline Licensing and Intellectual Property LLC	5880650	CARCAM
Valvoline Licensing and Intellectual Property LLC	6043005	Valvoline CarCam
Valvoline Licensing and Intellectual Property LLC	97779208	Valvoline Smart Check
Valvoline Licensing and Intellectual Property LLC	97779217	VALVOLINE SMART DIAGNOSTICS
Valvoline Licensing and Intellectual Property LLC	97771186	VALVOLINE CARE360
Valvoline Licensing and Intellectual Property LLC	97771205	VALVOLINE MAXDRIVE
Valvoline Licensing and Intellectual Property LLC	97699863	MyValvoline

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