

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835450

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALLIED OIL & TIRE COMPANY, LLC		03/31/2023	Limited Liability Company: NEBRASKA
SUN COAST RESOURCES, LLC		03/31/2023	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	OAKTREE FUND ADMINISTRATION, LLC		
Street Address:	333 S. Grand Avenue		
Internal Address:	28TH FL.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	6445667	ARCTIC BLUE	
Registration Number:	6445666	SHIPMATE	
Registration Number:	4796878	SIMPLY BLUE+	
Registration Number:	6631538	SPORTLINE	
Registration Number:	6438730	TALL TIMBER	
Registration Number:	1006134	ARROWHEAD TIRE	
Registration Number:	4985618	THE EMERGENCY FUEL COMPANY	
Registration Number:	5367501	SUN COAST	
Registration Number:	2478740	SUN COAST RESOURCES, INC.	
Serial Number:	73703832	MAG	
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:	2125584229		
Email:	demarcor@sullcrom.com, nguyenb@sullcrom.com		

OP \$265.00 6445667

Correspondent Name: Raffaele A. DeMarco
Address Line 1: 125 Broad Street
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 018392/00093 (RAD)

NAME OF SUBMITTER: Raffaele A. DeMarco

SIGNATURE: /Raffaele A. DeMarco/

DATE SIGNED: 08/29/2023

Total Attachments: 8

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SECOND LIEN INTELLECTUAL PROPERTY AGREEMENT SUPPLEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this "IP Security Agreement Supplement"), dated as of March 31, 2023, is made by the Persons listed on the signature page hereof (the "Grantors") in favor of OAKTREE FUND ADMINISTRATION, LLC, as collateral agent (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, BUYER A-RD INTERMEDIATE CORP., a Delaware corporation, and AIP RD BUYER CORP., a Delaware corporation, have entered into that certain Second Lien Credit Agreement, dated as of December 23, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the lenders from time to time party thereto, OAKTREE FUND ADMINISTRATION, LLC, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, pursuant to the Credit Agreement, the Grantors have executed and delivered or otherwise become bound by that certain Second Lien Security Agreement, dated as of December 23, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and that certain Second Lien Intellectual Property Security Agreement, dated as of December 23, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

WHEREAS, under the terms of the Security Agreement, each Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of such Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

Section 1. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor's right, title and interest in and to the following whether now owned or hereafter acquired by the undersigned (the "Additional Collateral"):

- (i) all Patents, including the patents and patent applications set forth in Schedule A hereto (the "Patent Collateral");
- (ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademark Collateral");
- (iii) [reserved];

(iv) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule D hereto (the “Copyright Collateral”);

(v) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vi) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing;

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vii), the security interest created hereby shall not extend to, and the term “Additional Collateral,” shall not include any Excluded Property.

Section 2. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

Section 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantors under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantors now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement Supplement secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantors to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

Section 4. Recordation. The Grantors authorize and request that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement Supplement.

Section 5. Execution in Counterparts. This IP Security Agreement Supplement may be executed in any number of 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.

Section 6. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies

of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 7. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT SUPPLEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SUPPLEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT SUPPLEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT SUPPLEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT SUPPLEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT SUPPLEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT SUPPLEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT SUPPLEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT SUPPLEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 8. Intercreditor Agreement. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS IP SECURITY AGREEMENT SUPPLEMENT, IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE TERM LOAN INTERCREDITOR AGREEMENT OR THE ABL INTERCREDITOR AGREEMENT (OR ANY OTHER INTERCREDITOR AGREEMENT ENTERED INTO BY THE COLLATERAL AGENT IN ACCORDANCE WITH SECTION 9.15 OF THE CREDIT AGREEMENT) AND THIS IP SECURITY AGREEMENT SUPPLEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL PREVAIL.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantors have caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

ALLIED OIL & TIRE COMPANY, LLC
SUN COAST RESOURCES, LLC

By: 

Name: Larry J. Stoddard

Title: President

Address for notices:

8280 Montgomery Road, Suite 101
Cincinnati, OH 45236


SCHEDULE A

Patents

<u>Company</u>	<u>Patent</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Patent No. / Pub. No.</u>	<u>Issue Date / Pub. Date</u>
Sun Coast Resources, LLC	Fuel Control and Distribution System and Methods Thereof	16/879,034	5/20/2020	11554948	1/17/2023

SCHEDULE B

Trademarks

Company	Trademark	Application No.	Application Date	Registration No.	Registration Date
Allied Oil & Tire Company, LLC	ARTIC BLUE	90293612	11/2/2020	6445667	8/10/2021
Allied Oil & Tire Company, LLC	SHIPMATE	90293594	11/2/2020	6445666	8/10/2021
Allied Oil & Tire Company, LLC	SIMPLY BLUE+	86439937	10/30/2014	4796878	8/1/2015
Allied Oil & Tire Company, LLC	SPORTLINE	90293558	11/2/2020	6631538	2/1/2022
Allied Oil & Tire Company, LLC	TALL TIMBER	90293576	11/2/2020	6438730	8/3/2021
Allied Oil & Tire Company, LLC	MAG	73703832	1/4/1988	--	--
Allied Oil & Tire Company, LLC	ARROWHEAD TIRE	72-452970	3/30/1973	1006134	3/4/1975
Sun Coast Resources, LLC	THE EMERGENCY FUEL COMPANY	86/706708	7/28/2015	4,985,618	6/21/2016
Sun Coast Resources, LLC	SUN COAST	87/168,522	9/12/2016	5,367,501	1/2/2018
Sun Coast Resources, LLC		74/731,586	9/20/1995	2,478,740	8/21/2021

SCHEDULE D

Copyrights

Company	Title	Registration No.	Registration Date
Sun Coast Resources, LLC	Day 37	PAu003761520	3/25/2015
Sun Coast Resources, LLC	Oil Replenishments Services Training Video	PAu003739025	9/9/2014
Sun Coast Resources, LLC	Oil Sampling Services	PAu003739024	9/5/2014
Sun Coast Resources, LLC	Sun Coast Condensate Training Video	PAu003695483	9/16/2013