

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM846588

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Oil-Rite, LLC		10/13/2023	Limited Liability Company: DELAWARE
Oil-Rite Real Estate, LLC		10/13/2023	Limited Liability Company: DELAWARE
Oil-Rite Acquisition Corp.		10/13/2023	Corporation: DELAWARE
Oil-Rite Holdings, LLC		10/13/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	8850 Boedeker Street, 5th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75225
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2837365	QUICK PACK
Registration Number:	1796242	OIL-RITE
Registration Number:	3214904	SUB ZERO
Registration Number:	3979796	ULTRA-MICRO OUTPUT
Registration Number:	4132798	HYDRACISION
Registration Number:	4132799	HYDRACISION
Registration Number:	5312671	LEVELUX
Registration Number:	5312654	LEVELUX
Registration Number:	2261588	THREADAPTER
Registration Number:	1909723	PURGEX
Registration Number:	1241812	OIL-RITE

CORRESPONDENCE DATA

Fax Number: 2142000853

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 210-978-7404
Email: lori.lapidario@haynesboone.com
Correspondent Name: Haynes and Boone, LLP - IP Section
Address Line 1: 2801 N. Harwood St., Suite 2300
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	7898.387
NAME OF SUBMITTER:	Lori Lapidario
SIGNATURE:	/Lori Lapidario/
DATE SIGNED:	10/17/2023

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”), dated as of October 13, 2023, is made by Oil-Rite, LLC, a Delaware limited liability company (“*Opc*”), Oil-Rite Real Estate, LLC, a Delaware limited liability company (“*Realco*”), Oil-Rite Acquisition, Corp., a Delaware corporation (“*Acquisition*”) and Oil-Rite Holdings, LLC, a Delaware limited liability company (“*Holdings*”; *Opc*, *Realco*, *Acquisition*, and *Holdings* are each a a “*Grantor*” and collectively “*Grantors*”), in favor of Comerica Bank (“*Secured Party*”).

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith, by and among Grantors and Secured Party (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), Secured Party has agreed to extend certain loans to or for the direct or indirect benefit of Grantors;

WHEREAS, the Grantors are party to that certain Security Agreement of even date herewith, among Secured Party and Grantors (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Secured Party this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. **Definitions.** All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meaning provided for by the Code to the extent the same are used or defined therein.

2. **Grant of Security Interest in Intellectual Property Collateral.** Each Grantor hereby unconditionally grants, assigns, and pledges to Secured Party, to secure the obligations under the Credit Agreement and the other Secured Obligations, a continuing security interest (referred to in this Agreement as the “*Security Interest*”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Intellectual Property Collateral*”):

- (a) all of such Grantor’s patents, patent applications, and patent licenses to which it is a party, including those referred to in Part A to Schedule I hereto;
- (b) all of such Grantor’s trademarks and trademark licenses to which it is a party, including those referred to in Part B to Schedule I hereto;
- (c) all of such Grantor’s copyrights and copyright licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

- (d) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles relating to the Intellectual Property Collateral covered by this Agreement; and
- (e) all proceeds of the foregoing, including all additions, attachments, accessions, parts, replacements, substitutions, renewals, interest, dividends, distributions, rights of any kind (including, but not limited to, stock splits, stock rights, voting and preferential rights), products, and all cash and non-cash proceeds of or pertaining to the above, including, without limit, insurance and condemnation proceeds, and cash or other property which were proceeds and are recovered by a bankruptcy trustee or otherwise as a preferential transfer by such Grantor.

3. **Security for Secured Obligations.** This Agreement and the Security Interest created hereby secures the payment and performance of the Indebtedness, 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 Indebtedness and would be owed by Grantors, to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantors.


4. **Security Agreement.** The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Secured Party with respect to the Security Interest in the Intellectual Property Collateral 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. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

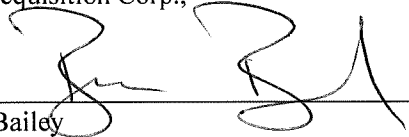
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IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

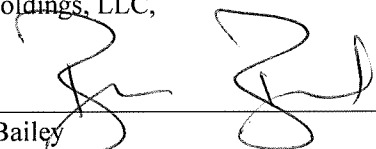
OIL-RITE ACQUISITION CORP., a Delaware corporation

By: 
Name: Bryan Bailey
Title: President

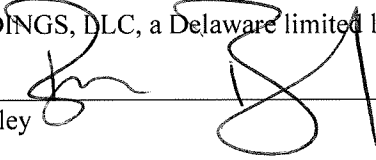
OIL-RITE, LLC, a Delaware limited liability company

By: Oil-Rite Acquisition Corp.,
its Manager
By: 
Name: Bryan Bailey
Title: President

OIL-RITE REAL ESTATE, LLC, a Delaware limited liability company

By: Oil-Rite Holdings, LLC,
its Manager
By: 
Name: Bryan Bailey
Title: President

OIL-RITE HOLDINGS, LLC, a Delaware limited liability company

By: 
Name: Bryan Bailey
Title: President

SCHEDULE I

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

(PART A)
PATENTS

Title	Country	Application No.	Patent No.	Status	Owner
Hydraulic Metering Device	US	10/664,094	7,118,352	Issued	Oil Rite, LLC
Hydraulic Metering Device	US	11/504,149	7,600,984	Issued	Oil Rite, LLC
Insert Molded Evacuation Valve	US	12/283,703	8,157,243	Issued	Oil Rite, LLC
Adjustable Fluid Level Verification Apparatus	US	14/064,822	9,557,206	Issued	Oil Rite, LLC
Plastic Reservoir End Plates	US	14/064,782	10,107,451	Issued	Oil Rite, LLC
Evacuation Valve	US	15/447,884	10,473,223	Issued	Oil Rite, LLC
Fluid Level Gauge or Reservoir with Built-In Light Source	US	15/851,243	10,732,019	Issued	Oil Rite, LLC
Fluid Level Gauge or Reservoir with Built-In Light Source	US	16/984,589	11,378,437	Issued	Oil Rite, LLC

(PART B)

TRADEMARKS

Trademark	Country	Application No.	Registration No.	Status	Owner
QUICK PACK	US	78/176,559	2,837,365	Live and active	Oil Rite, LLC
OIL RITE DESIGN	US	74/292,718	1,796,242	Live and active	Oil Rite, LLC
SUB ZERO	US	78/688,837	3,214,904	Live and active	Oil Rite, LLC
ULTRA-MICRO OUTPUT	US	85164743	3,979,796	Live and active	Oil Rite, LLC
HYDRACISION	US	85221070	4,132,798	Live and active	Oil Rite, LLC
HYDRACISION with design	US	85221105	4,132,799	Live and active	Oil Rite, LLC
LEVELUX	US	87081933	5,312,671	Live and active	Oil Rite, LLC
LEVELUX with design	US	87078692	5,312,654	Live and active	Oil Rite, LLC
THREADAPTER	US	75376136	2,261,588	Live and active	Oil Rite, LLC
THREADAPTER	Canada	0870350	TMA513882	Live and active	Oil Rite, LLC
PURGEX	US	74438387	1909723	Live and active	Oil Rite, LLC
PURGEX	Canada	1184043	TMA626446	Live and active	Oil Rite, LLC
OIL-RITE	US	73321676	1,241,812	Live and active	Oil Rite, LLC
OIL-RITE	Canada	1183098	TMA620543	Live and active	Oil Rite, LLC

(PART C)
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None.