

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI128916

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMSOIL INC.		03/28/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Wells Fargo Bank, National Association		
Street Address:	MAC N9141-041, 670 McKnight Road		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55119		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Registration Number:	1761938	AGGRAND	
Registration Number:	3805915	A.J. AMATUZIO	
Registration Number:	3813201	A.J. AMATUZIO	
Registration Number:	3973941	ALTRUM	
Registration Number:	3352070	AMSOIL	
Registration Number:	3711452	AMSOIL	
Registration Number:	1474708	AMSOIL	
Registration Number:	3809428	AMSOIL	
Registration Number:	4270910	AMSOIL	
Registration Number:	4370298	ATF	
Registration Number:	3465508		
Registration Number:	5167857	DEVOTED TO PROTECTION	
Registration Number:	2924375	DOMINATOR	
Registration Number:	3878171	DOMINATOR	
Registration Number:	4358299	DOMINATOR	
Registration Number:	2123352	DUAL GARD	
Registration Number:	3110304	EA	
Registration Number:	3956630	FORMULA 4-STROKE	
Registration Number:	4343478	HP MARINE	

CH \$1165.00.00 74187786

Property Type	Number	Word Mark
Registration Number:	2924376	INTERCEPTOR
Registration Number:	4606243	LOW TOXICITY TESTED
Registration Number:	5184860	MERGE CROP TECHNOLOGIES
Registration Number:	2045562	MIRACLE WASH
Registration Number:	3279628	OIL ANALYZERS INC.
Registration Number:	3831202	P.I.
Registration Number:	1271432	POWER FOAM
Registration Number:	5167858	PROTECT YOUR WEEKEND
Registration Number:	3871513	QUICKSHOT
Registration Number:	4713043	RIDE HARD. RUN COOL.
Registration Number:	2990506	SABER
Registration Number:	3094165	SEVERE GEAR
Registration Number:	4410456	TOWING TERRAIN TEMP SEVERE SEVERE SEVERE
Registration Number:	3253551	SEVERUS
Registration Number:	2538438	SEVERUS
Registration Number:	2808632	SHOCK THERAPY
Registration Number:	2740365	SIROCCO
Registration Number:	3668674	SLIP LOCK
Registration Number:	4646267	SPECIALIZED OIL FOR SPECIALIZED ENGINES
Registration Number:	2838857	SUPER SHIFT
Registration Number:	2033283	THE FIRST IN SYNTHETICS
Registration Number:	3210848	THE FIRST IN SYNTHETICS
Registration Number:	3156607	TORQUE-DRIVE
Registration Number:	4491636	TOTAL DOMINATION
Registration Number:	4491732	TRUST IT
Registration Number:	4405791	WARRANTY SECURE
Registration Number:	4046834	Z-ROD

CORRESPONDENCE DATA

Fax Number: 8009279801

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: 8009279801

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC J. Paterson

Address Line 1: 19 West 44th Street

Address Line 2: Suite 200

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER: Jean Paterson

SIGNATURE:	Jean Paterson
DATE SIGNED:	03/28/2024
Total Attachments: 5 source=3-28-2024 AMSOIL_INC_TM#page1.tif source=3-28-2024 AMSOIL_INC_TM#page2.tif source=3-28-2024 AMSOIL_INC_TM#page3.tif source=3-28-2024 AMSOIL_INC_TM#page4.tif source=3-28-2024 AMSOIL_INC_TM#page5.tif	

TRADEMARK COLLATERAL AGREEMENT

This 28th day of March, 2024, AMSOIL INC., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 925 Tower Avenue, Superior, WI 54880, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("*Wells Fargo*"), with its mailing address at MAC N9141-041, 670 McKnight Road North, St. Paul, MN 55119, acting as administrative agent hereunder for certain secured parties (Wells Fargo acting as such administrative agent and any successor or assign to Wells Fargo acting in such capacity being hereinafter referred to as the "*Administrative Agent*"), and grants to the Administrative Agent for the benefit of such secured parties a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor and certain affiliates of Debtor as set out in that certain Security Agreement dated as of April 28, 2024, among Debtor, such affiliates of Debtor and the Administrative Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Administrative Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Administrative Agent on such Intent-to-Use Application as collateral security for the Secured

Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Administrative Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby 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. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies. The Administrative Agent agrees to release this Trademark Collateral Agreement in accordance with the terms set forth in the Security Agreement.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AMSOIL INC.

By 

Name: Deena L. Peterson _____

Title: VP Finance _____

SCHEDULE A

TO TRADEMARK COLLATERAL AGREEMENT

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>
Aggrand	USA	1761938
Aggrene	USA	1761938
A.J. Amatuzio	USA	3805915
A.J. Amatuzio	USA	3813201
Altrum	USA	3973941
AMSOIL	USA	3352070
AMSOIL	USA	3711452
AMSOIL	USA	1474708
AMSOIL	USA	3809428
AMSOIL	USA	4270910
ATF	USA	4370298
Bottle configuration	USA	3465508
Devoted to Protection	USA	5167857
Dominator	USA	2924375
Dominator	USA	3878171
Dominator	USA	4358299
Dual Gard	USA	2123352
Ea	USA	3110304
Formula 4-Stroke	USA	3956630
HP Marine	USA	4343478
Interceptor	USA	2924376
Low Toxicity Tested	USA	4606243
Merge Crop Technologies	USA	5184860
Miracle Wash	USA	2045562
Oil Analyzers Inc.	USA	3279628
P.I.	USA	3831202
Power Foam	USA	1271432
Protect Your Weekend	USA	5167858
Quickshot	USA	3871513
Ride Hard. Run Cool.	USA	4713043
Saber	USA	2990506
Severe Gear	USA	3094165
Severe Service	USA	4410456
Severus	USA	3253551

Severus	USA	2538438
Shock Therapy	USA	2808632
Sirocco	USA	2740365
Slip Lock	USA	3668674
Spec. Oil for Spec. Engines	USA	4646267
Super Shift	USA	2838857
The First in Synthetics	USA	2033283
The First in Synthetics	USA	3210848
Torque-Drive	USA	3156607
Total Domination	USA	4491636
Trust It	USA	4491732
Warranty Secure	USA	4405791
Z-Rod	USA	4046834