

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Omega Refining, LLC	10/09/2012
RECEIVING PARTY DATA	
Name:	Guggenheim Corporate Funding, LLC
Street Address:	135 East 57th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5306419
Patent Number:	5447628
Patent Number:	6203606
CORRESPONDENCE DATA	
Fax Number:	2142000853
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	713-547-2551
Email:	ipdocketing@haynesboone.com
Correspondent Name:	Haynes and Boone, LLP
Address Line 1:	2323 Victory Avenue, Suite 700
Address Line 2:	IP Section
Address Line 4:	Dallas, TEXAS 75219
ATTORNEY DOCKET NUMBER:	37602.29
NAME OF SUBMITTER:	Mark Tidwell
Total Attachments: 4 source=37602_29_SecurityAgreement_Omega#page1.tif source=37602_29_SecurityAgreement_Omega#page2.tif source=37602_29_SecurityAgreement_Omega#page3.tif source=37602_29_SecurityAgreement_Omega#page4.tif	

OP \$120.00 5306419

IP SECURITY AGREEMENT

THIS COPYRIGHT/PATENT/TRADEMARK SECURITY AGREEMENT (as it may be amended or modified from time to time, the "Agreement") is entered into as of October 9, 2012 by and between Bango Refining NV, LLC, a Delaware limited liability company ("Bango"), CAM2 International LLC, a Colorado limited liability company ("CAM2"), Hammond Lubricant Works LLC, a Delaware limited liability company ("Hammond"), Omega Refining, LLC, a Delaware limited liability company ("Omega Refining") and, together with Bango, CAM2, Hammond and each other Person that at any time after the date hereof becomes a Borrower in accordance with the terms of the Credit Agreement referred to below, collectively, the "Borrowers" and each individually a "Borrower", Omega Holdings Company LLC, a Delaware limited liability company ("Holdings"), Golden State Lubricants Works, LLC, a Delaware limited liability company ("Golden State"), Loan Star Lubricants Works, LLC, a Delaware limited liability company ("Lone Star"), Point Pleasant Lubricants Works, LLC, a Delaware limited liability company ("Point Pleasant"; and, together with the Borrowers, Holdings, Golden State, Lone Star and Point Pleasant, each a "Grantor", and collectively, the "Grantors", and Guggenheim Corporate Funding, LLC, in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

Reference is made to (i) the Credit Agreement dated as of October 9, 2012 (as it may be amended, restated or modified from time to time, the "Credit Agreement") among the Grantors, the lenders party thereto (the "Lenders") and the Administrative Agent, and (ii) the Pledge and Security Agreement dated as of October 9, 2012 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantors and the Administrative Agent. Each Grantor is entering into this Agreement in order to induce the Lenders to enter into and extend credit to the Borrowers under the Credit Agreement and to secure the Secured Obligations.

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article I of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment and performance of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all Copyrights/Patents/Trademarks now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including those listed on Schedule I (collectively, the "Copyright/Patent/Trademark Collateral"); provided, however, for the avoidance of doubt, the Copyright/Patent/Trademark Collateral shall not include any assets or property of such Grantor described in the proviso to Article II of the Security Agreement.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Copyright/Patent/Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract.

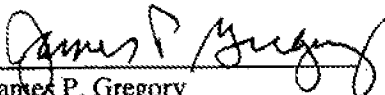
SECTION 5. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

*Remainder of page left blank.
Signature pages to follow.*


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTORS:

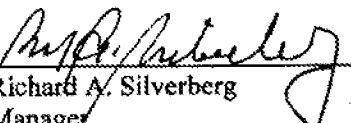
BANGO REFINING NV, LLC

By 
James P. Gregory
Manager

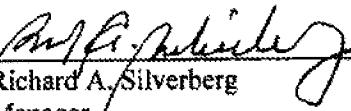
CAM2 INTERNATIONAL LLC

By 
Richard A. Silverberg
Manager


HAMMOND LUBRICANT WORKS LLC

By 
Richard A. Silverberg
Manager

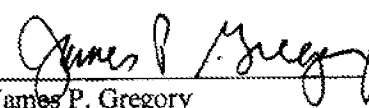
OMEGA REFINING, LLC

By 
Richard A. Silverberg
Manager

OMEGA HOLDINGS COMPANY LLC

By 
Richard A. Silverberg
Manager

LONE STAR LUBRICANTS WORKS, LLC

By 
James P. Gregory
Manager

Signature Page to IP Security Agreement

Omega Refining, LLC

Patents

U.S. Patent No.	Issue Date	Reel/Frame
5,306,419	April 26, 1994	006651/0283
5,447,628	September 5, 1995	006785/0374
6,203,606	March 20, 2001	009604/0346