

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6524712

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MURPHY USA INC.	01/29/2021
MURPHY OIL USA, INC.	01/29/2021
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	10 SOUTH DEARBORN STREET
Internal Address:	FLOOR L2
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	8306851
Patent Number:	7392112
Patent Number:	9864991
Patent Number:	5873069
Application Number:	13652322
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:	800-494-5225
Email:	ipteam@cogencyglobal.com
Correspondent Name:	JOANNA MCCALL
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	1322256
NAME OF SUBMITTER:	NOAH BELSER
SIGNATURE:	/Noah Belser/
DATE SIGNED:	01/29/2021

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Total Attachments: 6

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PATENT SECURITY AGREEMENT dated as of January 29, 2021 (this "Agreement"), among MURPHY USA, INC. ("Murphy USA"), MURPHY OIL USA, INC. (the "Borrower"), the other SUBSIDIARIES from time to time party hereto and JPMORGAN CHASE BANK, N.A. ("JPMCB"), as Collateral Agent.

Reference is made to (a) the Credit Agreement dated as of January 29, 2021, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Murphy USA, the Borrower, the Lenders from time to time party thereto, JPMCB, as Revolving Administrative Agent and Collateral Agent, and Royal Bank of Canada, as Term Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of January 29, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Murphy USA, the Borrower, the other Subsidiary Loan Parties from time to time party thereto and JPMCB, as Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Murphy USA and the Subsidiary Loan Parties party hereto (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent Collateral"):

- i. all letters patent of the United States of America or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States of America or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar office in any other country, including those listed on Schedule I; and

ii. all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

a) SECTION 4. Termination or Release. Upon the termination of the Collateral Agreement in accordance with Section 7.12 thereof, the Collateral Agent shall, at the expense of the applicable Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the security interest in the Patent Collateral of such Grantor under this Agreement.

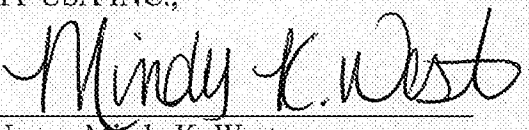
b) SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

c) SECTION 6. 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. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, emailed pdf. or other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof 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; *provided* that notwithstanding anything contained herein to the contrary, the Collateral Agent shall not be under any obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it.

[Signature Pages Follow]

MURPHY USA INC.,

by

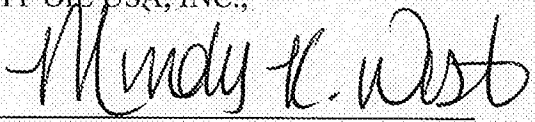


Name: Mindy K. West

Title: Executive Vice President,
Fuels, Chief Financial Officer
and Treasurer

MURPHY OIL USA, INC.,

by



Name: Mindy K. West

Title: Executive Vice President,
Fuels, Chief Financial Officer
and Treasurer

JPMORGAN CHASE BANK, N.A., as
Collateral Agent,
by



Name: Stephanie Balette
Title: Authorized Officer

[Signature Page to Patent Security Agreement]

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PATENT
REEL: 055084 FRAME: 0416

SCHEDULE I

Patents/Patent Applications Owned by Murphy Oil USA, Inc.

U.S. Issued Patents/Patent Applications

Title of Patent	Application Number / Filing Date	Patent Number/Issue Date
Automated price management system	10/375,647 / Feb 27, 2003	8,306,851 / Nov 6, 2012
SYSTEMS AND METHODS FOR REAL-TIME FUEL INVENTORY CONTROL	11/171,009 / Jun 30, 2005	7,392,112 / Jun 24, 2008
Method and Apparatus for Secure Transaction Management	12/564,356 / Sep 22, 2009	9,864,991 / Jan 9, 2018
Automated Price Management System	13/652,322 / Oct 15, 2012	

Patents/Patent Applications Owned by Murphy USA Inc.

U.S. Issued Patents/Patent Applications

Title of Patent	Application Number / Filing Date	Patent Number/Issue Date
SYSTEM AND METHOD FOR AUTOMATIC UPDATING AND DISPLAY OF RETAIL PRICES	08/542,917 / Oct 13, 1995	5,873,069 / Feb 16, 1999