

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Packers Acquisition Co.		01/31/2013	CORPORATION: FLORIDA
Petroleum Packers of Jacksonville II, Inc.		01/31/2013	CORPORATION: FLORIDA
Petroleum Packers of Jacksonville, Inc.		01/31/2013	CORPORATION: FLORIDA
Amalie Oil R.E., LLP		01/31/2013	LIMITED LIABILITY PARTNERSHIP: FLORIDA
Amalie AOC, Ltd.		01/31/2013	LIMITED PARTNERSHIP: FLORIDA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	300 Galleria Parkway
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1560411	FINEST OF THE FINE SINCE 1879

CORRESPONDENCE DATA

Fax Number: 6785337772
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 404-681-5974
 Email: mlg@phrd.com
 Correspondent Name: Parker Hudson Rainer & Dobbs, LLP

CH \$40.00 1560411

Address Line 1: 285 Peachtree Center Avenue, N.E.
Address Line 2: 15th Floor - Mike Grove
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER: 52.227

NAME OF SUBMITTER: Mitchell Purvis

Signature: /MMP/

Date: 02/20/2013

Total Attachments: 27

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SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made this 31st day of January, 2013, by and among **PACKERS ACQUISITION CO.**, a Florida corporation ("Packers"), **AMALIE OIL COMPANY**, a Florida corporation formerly known as Petroleum Packers, Inc. ("Amalie"), **PETROLEUM PACKERS OF JACKSONVILLE II, INC.**, a Florida corporation ("PPJ"), **PETROLEUM PACKERS OF JACKSONVILLE, INC.**, a Florida corporation ("Petroleum"), **AMALIE OIL R.E., LLP**, a Florida limited liability partnership ("Amalie Oil RE"), **AMALIE AOC, LTD.**, a Florida limited partnership ("Amalie AOC"; together with Packers, Amalie, PPJ, Petroleum and Amalie Oil RE, each individually, a "Company" and, collectively, "Companies"), each having its principal place of business at 1601 McCloskey Boulevard, Tampa, Florida 33605-6710, and **BANK OF AMERICA, N.A.**, a national banking association having an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339 (together with its successors and assigns, "Lender");

Recitals:

WHEREAS, pursuant to that certain Loan and Security Agreement dated April 7, 1998 among Packers, Amalie, PPJ (each a "Borrower" and collectively, the "Borrowers") and Lender (as at any time amended, restated, modified or supplemented, the "Loan Agreement"), Lender agreed to make loans and other financial accommodations to Borrowers on the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, (i) Petroleum executed and delivered that certain Continuing Guaranty Agreement dated April 7, 1998 in favor of Lender (as at any time amended, restated, modified, or supplemented prior to the date hereof, the "Petroleum Guaranty"), pursuant to which Petroleum unconditionally guaranteed to Lender the payment and performance of all of the "Indebtedness" (as defined therein); (ii) Amalie Oil RE executed and delivered that certain Continuing Guaranty Agreement dated March 30, 2005 in favor of Lender (as at any time amended, restated, modified, or supplemented prior to the date hereof, the "Amalie Oil RE Guaranty"), pursuant to which Amalie Oil RE unconditionally guaranteed to Lender the payment and performance of all of the "Guaranteed Obligations" (as defined therein); and (iii) Amalie AOC executed and delivered that certain Continuing Guaranty Agreement dated January 31, 2013 in favor of Lender (as at any time amended, restated, modified, or supplemented prior to the date hereof, the "Amalie AOC Guaranty"; together with the Petroleum Guaranty and the Amalie Oil Re Guaranty, each individually, a "Guaranty" and, collectively, the "Guaranties"), pursuant to which Amalie AOC unconditionally guaranteed to Lender the payment and performance of all of the "Guaranteed Obligations" (as defined therein); and

WHEREAS, in order to induce Lender to continue to make loans and other financial accommodations as provided for in the Loan Agreement, Companies entered into that certain Amended, Restated and Consolidated Trademark Security Agreement dated April 28, 2006 in favor of Lender (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Trademark Agreement"), and pursuant thereto the Companies agreed to grant to Lender a security interest in all of the "Trademarks" (as defined in the Existing Trademark Agreement) and other collateral described therein in order to secure the "Secured Obligations" (as defined in the Existing Trademark Agreement);

WHEREAS, it is a condition to Lender's willingness to continue to make loans and other financial accommodations to or for the benefit of the Borrowers under the Loan Agreement that the Companies agree to enter into this Agreement and to amend and restate the Existing Trademark Agreement in its entirety as hereinafter set forth; and

WHEREAS, in consideration for, among other things, the execution and delivery of that certain Consent and Seventeenth Amendment to Loan and Security Agreement dated the date hereof by Lender, and to secure the full and prompt payment and performance of all of the Obligations (as defined in the Loan Agreement), the parties hereto agree that the Existing Trademark Agreement is hereby amended and restated in its entirety by this Agreement, and each of the Companies agrees to grant a first priority security interest to Lender in and to the Trademarks and other collateral described herein, and each of the Companies agrees to ratify, renew and continue such Company's prior grant of a security interest in and to such Trademarks and other collateral, in each case in order to ensure and secure the prompt payment and performance of the Secured Obligations (as defined herein) all on the terms set forth herein.

NOW, THEREFORE, for Ten Dollars (\$10.00), the foregoing premises, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to enter into this Agreement and to amend and restate the Existing Trademark Agreement as follows:

1. Capitalized terms used herein, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Loan Agreement.

2. To secure the payment and performance of the all indebtedness, liabilities and obligations owing by the Companies, or any of them, under the Loan Agreement, the Guaranties and the other Loan Documents (collectively, the "Secured Obligations"), each of the Companies hereby pledges, assigns and conveys to Lender, and grants to Lender a continuing security interest in and Lien upon, such Company's entire right, title and interest in and to the following property of such Company, whether now owned or existing or hereafter acquired:

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of such Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing. In addition to the foregoing, each of the Companies hereby ratifies, reaffirms, renews and continues such Company's prior grant of a security interest in favor of Lender in all of the Trademarks and other collateral described in the Existing Trademark Agreement.

3. Each Company represents, warrants and covenants that:

(a) To the best of such Company's knowledge, each of such Company's Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) To the best of such Company's knowledge, this Agreement will create a legal and valid perfected Lien upon and security interest in such Company's Trademarks (other than foreign trademarks), enforceable against such Company and all other Persons in accordance with the terms of this Agreement;

(c) To the best of such Company's knowledge, each of such Company's Trademarks is valid and enforceable;

(d) To the best of such Company's knowledge, such Company is the sole and exclusive owner of the entire right, title and interest in and to each of such Company's Trademarks, free and clear of any Liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Company not to sue other Persons;

(e) To the best of such Company's knowledge, no claim has been made that the use of any of such Company's Trademarks does or may violate the rights of any other Person;

(f) Such Company has the unqualified right to enter into this Agreement and perform the terms of this Agreement;

(g) Such Company will maintain the quality of the products associated with such Company's Trademarks at a level consistent with the quality at the time of this Agreement;

(h) Such Company will not lower the quality of the products associated with such Company's Trademarks without Lender's prior written consent; and

(i) To the best of such Company's knowledge, such Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with such Company's use of such Company's Trademarks, and has made and will make all appropriate filings with the United States Patent and Trademark Office to maintain such Company's Trademark registrations in existence, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office during the sixth year of registration for each of such Company's Trademarks as required by law.

4. Each Company hereby grants to Lender and Lender's employees and agents the right upon prior notice to Packers to visit the Companies' plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Each Company shall do any and all acts reasonably required by Lender to ensure such Company's compliance with Section 3(g) of this Agreement.

5. Each Company agrees that, until all of the Secured Obligations have been satisfied in full, it will not enter into any agreement (including, without limitation, any license agreement) which is inconsistent with the Companies' duties under this Agreement.

6. If, before the Secured Obligations have been satisfied in full, any Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of Section 2 hereof shall automatically apply thereto and such Company shall give to Lender prompt notice thereof in writing.

7. Each Company authorizes Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the definition of Trademarks under Section 2 or Section 6 hereof.

8. Lender hereby grants to the Companies for so long as no Event of Default exists, the exclusive, nontransferable right and license to use the Trademarks on and in connection with products sold by the Companies, for the Companies' own benefit and account and for none other. Each of the Companies agrees not to sell or assign such Company's interest in, or grant any sublicense under, the license granted to such Company in this Section 8, without the prior written consent of Lender.

9. Upon and at any time after the occurrence of an Event of Default, each Company's license under the Trademarks, as set forth in Section 8 hereof, shall immediately terminate, and Lender shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the Uniform Commercial Code as adopted and then in force in the State of Georgia. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance, sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademarks or any interest which any of the Companies may have therein. Each of the Companies hereby agrees that ten (10) days written notice to the Companies of any public or private sale or other disposition of any of the Trademarks shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Lender may, to the extent permitted by Applicable Law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of any of the Companies, which right is hereby waived and released by each of the Companies. After deducting from the proceeds of such sale or other disposition of the Trademarks all costs and expenses incurred by Lender in enforcing Lender's rights hereunder (including, without limitation, all attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Secured Obligations in such order and manner as Lender in Lender's sole discretion may determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to the Companies to the extent permitted by Applicable Law. If any deficiency shall arise, the Companies and each other Obligor shall remain jointly and severally liable to Lender therefor.

10. Each of the Companies hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select as such Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse such Company's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Secured Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

11. At such time as all of the Secured Obligations shall have been satisfied finally and in full and the Loan Agreement and the other Loan Documents shall have been terminated, Lender shall execute and deliver to the Companies all deeds, assignments, releases and other instruments as may be necessary or proper to re-vest in the Companies full title to the Trademarks subject to any dispositions thereof which may have been made by Lender pursuant hereto.

12. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees or encumbrances, or otherwise protecting, maintaining, or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by the Companies (it being the intent of the Companies and Lender that the Companies shall be jointly and severally responsible for the

payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender, shall be paid by the Companies ON DEMAND by Lender and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at the Default Rate.

13. Each of the Companies shall use such Company's best efforts to detect any infringers of the Trademarks and shall notify Lender in writing of infringements detected. Assignor shall have the duty, through counsel acceptable to Lender (which acceptance shall not be unreasonably withheld), to prosecute diligently any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings as reasonably necessary, to file and prosecute lawsuits to enforce the Trademarks as reasonably necessary and to do any and all acts which are reasonably deemed necessary or desirable by Lender to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Companies. None of the Companies shall abandon any pending trademark application or trademark without the consent of Lender.

14. Notwithstanding anything to the contrary contained in Section 13 hereof, Lender shall have the right, but shall in no way be obligated, to bring suit instead in Lender's own name to enforce the Trademarks and any license thereunder, in which event each Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, and each Company shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred in the exercise of Lender's rights under this Section 14. Nothing herein shall be deemed to prohibit any Company from bringing any such suit in such Company's own name at any time that an Event of Default does not exist, if Lender declines to institute such suit.

15. If any Company fails to comply with any of such Company's obligations hereunder, to the extent permitted by Applicable Law, Lender may do so in such Company's name or in Lender's name, but at the Companies' expense, and each of the Companies agrees to reimburse Lender in full for all expenses, including attorney's fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

16. No course of dealing between any of the Companies and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

18. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an

original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

20. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 7 hereof.

21. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

22. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Georgia. Notice of acceptance hereof is hereby waived by Assignor.

23. EACH OF THE COMPANIES AND LENDER WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRADEMARKS.

24. Amendment and Restatement.

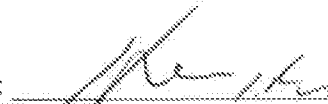
(a) This Agreement amends and restates the Existing Trademark Agreement. All rights, benefits, indebtedness, interests, liabilities and obligations of the parties to the Existing Trademark Agreement and the agreements, documents and instruments executed and delivered in connection with the Existing Trademark Agreement (collectively, the "Existing Trademark Documents") are hereby renewed, amended, restated and superseded in their entirety according to the terms and provisions set forth in this Agreement and the other Loan Documents. This Agreement does not constitute, nor shall it result in, a waiver of, or release, discharge or forgiveness of, any amount payable pursuant to the Existing Trademark Documents or any indebtedness, liabilities or obligations of any of the Companies thereunder, all of which are renewed and continued and are hereafter payable and to be performed in accordance with this Agreement and the other Loan Documents. Neither this Agreement nor any of the other Loan Documents extinguishes the indebtedness or liabilities outstanding in connection with the Existing Trademark Documents, nor do they constitute a novation with respect thereto.

(b) All security interests, pledges, assignments, and other Liens previously granted by each of the Companies pursuant to the Existing Trademark Documents are hereby renewed and continued, and all such security interests, pledges, assignments and other Liens shall remain in full force and effect as security for the Secured Obligations.

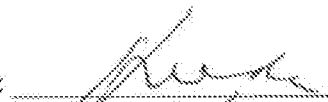
[Remainder of page intentionally left blank; signatures appear on following pages.]

WITNESS the execution hereof under seal as of the date first written above.

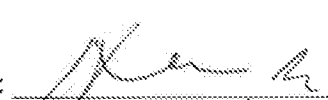
PACKERS ACQUISITION CO.
("Packers")

By: 
Harry J. Barkett, President

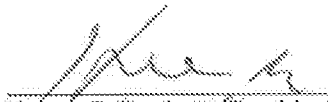
AMALIE OIL COMPANY
("Amalie")

By: 
Harry J. Barkett, President

**PETROLEUM PACKERS OF
JACKSONVILLE II, INC.**
("PPJ")

By: 
Harry J. Barkett, President

**PETROLEUM PACKERS OF
JACKSONVILLE, INC.**
("Petroleum")

By: 
Harry J. Barkett, President

AMALIE OIL R.E., LLP
("Amalie Oil RE")

By: 
Harry J. Barkett, General Partner

AMALIE AOC, LTD.
("Amalie AOC")

By: Packers Acquisition Co.,
its general partner

By: 
Harry J. Barkett, President

Accepted in Atlanta, Georgia:

BANK OF AMERICA, N.A.
(Lender)

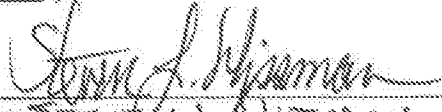
By: 
Name: STEVEN L. LIPSMAN
Title: SENIOR VICE PRESIDENT

EXHIBIT A

Trademarks

[See attached.]

COUNTRY	MARK	APP NO	REG NO	STATUS
Argentina	AMALIE	2087526	2420203	REGISTERED
Argentina	AMALIE	2005168	2420218	REGISTERED
Australia	AMALIE	396295	396,295	REGISTERED
Bahamas	AMALIE	11,212	11,212	REGISTERED
Barbados	AMALIE	23,320A		PENDING
Belarus	AMALIE	20052655	27472	REGISTERED
Benelux	AMALIE	4050	030,037	REGISTERED
Bolivia	AMALIE		C-44971	REGISTERED
Brazil	AMALIE		006171885	REGISTERED
Canada	AMALIE	0147121	047293	REGISTERED
Chile	AMALIE		892,730	REGISTERED
China	AMALIE	5788216	5788216	REGISTERED
China	AMALIE	5620718	5620718	REGISTERED
Colombia	AMALIE		122845	REGISTERED
Colombia	AMALIE	92337691	122846	REGISTERED
Costa Rica	AMALIE		63,954	REGISTERED
Cyprus	AMALIE	24,195	24,195	REGISTERED
Dominica	AMALIE	96/2009	96/2009	REGISTERED
Dominican Republic	AMALIE		36,412	REGISTERED
Ecuador	AMALIE		547-47	REGISTERED
Ecuador	AMALIE		6127-87	REGISTERED
Egypt	AMALIE	62,984	62,984	REGISTERED

COUNTRY	MARK	APP NO	REG NO	STATUS
El Salvador	AMALIE	E-62542-2006	200/106	REGISTERED
European Community	AMALIE	233,023	233,023	REGISTERED
Finland	AMALIE	92,004	92,004	REGISTERED
Florida	AMALIE	T0900000747	T0900000747	REGISTERED
Greece	AMALIE	17425	17416	REGISTERED
Guatemala	AMALIE		84949	REGISTERED
Guyana	AMALIE	T12009/94	T12009/94	REGISTERED
Haiti	AMALIE		190/158	REGISTERED
Honduras	AMALIE	7300	7,300	REGISTERED
Hong Kong	AMALIE	475/84	1200/1985	REGISTERED
India	AMALIE	152,133	152,133	REGISTERED
Indonesia	AMALIE	190187	IDM000277650	REGISTERED
Israel	AMALIE	57083	57,083	REGISTERED
Italy	AMALIE	MI98C 005964	1313186	REGISTERED
Japan	AMALIE		188352	REGISTERED
Korea	AMALIE	102,765	102,765	REGISTERED
Lebanon	AMALIE		45,674	REGISTERED
Malaysia	AMALIE	22534	M/22534	REGISTERED
Curacao/SL Maarten	AMALIE	13,055	00629	REGISTERED
New Zealand	AMALIE	148,679	148,679	REGISTERED
Nicaragua	AMALIE		5264 C.C.	REGISTERED

COUNTRY	MARK	APP NO	REG NO	STATUS
Nigeria	AMALIE	4486783/5	44,867	REGISTERED
Norway	AMALIE	83,2823	120,036	REGISTERED
Panama	AMALIE	156436	13772	REGISTERED
Paraguay	AMALIE		176,187	REGISTERED
Peru	AMALIE	31869	31,869	REGISTERED
Philippines	AMALIE	4-2010-008880	4-2010-008880	REGISTERED
Portugal	AMALIE		338,073	REGISTERED
Puerto Rico	AMALIE		24,048	REGISTERED
Russia	AMALIE	98,921	75,871	REGISTERED
Saint Lucia	AMALIE	TMT/2009/94	TM/2009/00094	REGISTERED
Saint Vincent	AMALIE	82 of 2009	82 of 2009	REGISTERED
Singapore	AMALIE	T52/16102Z	T53/15102Z	REGISTERED
Suriname	AMALIE		22331	REGISTERED
Sweden	AMALIE		64,481	REGISTERED
Switzerland	AMALIE		389,423	REGISTERED
Taiwan	AMALIE		111272	REGISTERED
Taiwan	AMALIE		470966	REGISTERED
Trinidad Tobago	AMALIE	12,863	12,863	REGISTERED
Uruguay	AMALIE		348,392	REGISTERED
Uruguay	AMALIE	96,567	383,743	REGISTERED
Uruguay	AMALIE	365,177	365,177	REGISTERED
US	AMALIE	77/533,712	3,586,468	REGISTERED

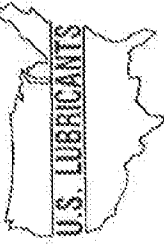
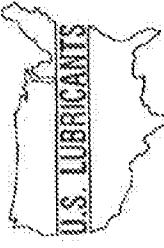
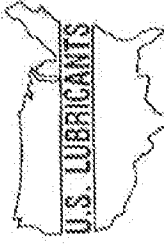
COUNTRY	MARK	APP NO	REG NO	STATUS
Venezuela	AMALIE		13,126	REGISTERED
Viet Nam	AMALIE	4-2006-19254	103694	REGISTERED
US	AMA-TRAN	771801,442	3,792,518	REGISTERED
US	BETTER THAN IT HAS TO BE	751700,670	2,418,768	REGISTERED
US	ELIXIR	771590,066	3,672,033	REGISTERED
US	FINEST OF THE FINE SINCE 1879	731751,411	1,560,411	REGISTERED
TW	FINEST OF THE FINE SINCE 1879	101035409		PENDING
US	GREASED LIGHTNING GL 3000	741284,088	2,039,573	REGISTERED
US	LIQUID ICE	781324,716	2,979,509	REGISTERED
US	MARINE FORMULA GL9000	741284,098	1,756,367	REGISTERED
US	POWER SURGE	781324,686	2,979,507	REGISTERED
US	PRO TAC PLUS	771576,218	3,594,855	REGISTERED
Florida	RALLYE	T09000000746	T09000000746	REGISTERED
Guatemala	RALLYE (stylized)		87774	REGISTERED
Peru	RALLYE	237998	107584	REGISTERED
Taiwan	RALLYE	92013810	1089195	REGISTERED
Taiwan	RALLYE	93002697	1120872	REGISTERED
US	RALLYE	751010,880	2,001,564	REGISTERED
Paraguay		23477		PENDING

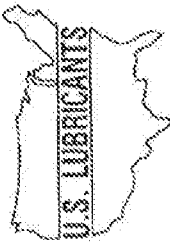
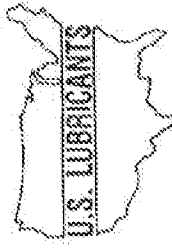
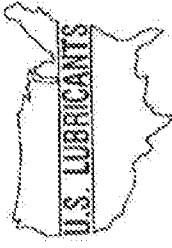
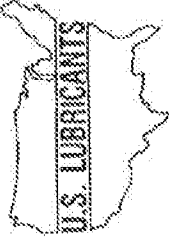
COUNTRY	MARK	APP NO	REG NO	STATUS
Peru		250814	111616	REGISTERED
Taiwan		92013811	1089196	REGISTERED
Taiwan		93002698	1120673	REGISTERED
US		75311,631	2,225,186	REGISTERED
Bolivia		95-3957	66496-C	REGISTERED
Bulgaria		34,003	29,606	REGISTERED
Chile		365,848	809,198	REGISTERED
China		950150557	1,014,400	REGISTERED

COUNTRY	MARK	APP NO	REG NO	STATUS
Colombia			189,404	REGISTERED
Costa Rica			133143	REGISTERED
Czechoslovakia			195,786	REGISTERED
Ecuador			3241-97	REGISTERED
El Salvador			49/69	REGISTERED
Estonia			26034	REGISTERED
Finland			204732	REGISTERED
Haiti		00000	268 Reg. 158	REGISTERED
Honduras			66,688	REGISTERED

COUNTRY	MARK	APP NO	REG NO	STATUS
Israel		101,084	101084	REGISTERED
Italy		T095C003293	718,676	REGISTERED
Lebanon			68258	REGISTERED
Mexico		519,569	519569	REGISTERED
Nicaragua		95-03117	31581 C.C.	REGISTERED
Norway			179,491	REGISTERED
Panama		081122	81122	REGISTERED
Poland		Z-153,093	R-118,320	REGISTERED
Russia		95712087/50	148,575	REGISTERED

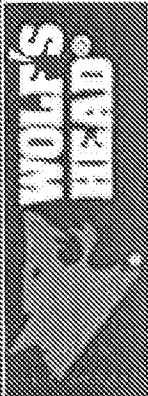



COUNTRY	MARK	APP NO	REG NO	STATUS
Ukraine			15,323	REGISTERED
US	RAMPAGE	78/324,677	3,069,050	REGISTERED
US	REV GUARD	78/324,699	2,979,508	REGISTERED
Belarus	RUN WITH THE WOLF	20120132		PENDING
China	RUN WITH THE WOLF	8965850	8965850	REGISTERED
Dominican Republic	RUN WITH THE WOLF	2011-6046	187719	REGISTERED
Hong Kong	RUN WITH THE WOLF	301791595	301791595	REGISTERED
Korea	RUN WITH THE WOLF	40-2010-0058404	40-0915696	REGISTERED
Macau	RUN WITH THE WOLF	N/53558	N/53558	REGISTERED
Peru	RUN WITH THE WOLF	437843	172605	REGISTERED
Russia	RUN WITH THE WOLF	2012700603		PENDING
Taiwan	RUN WITH THE WOLF	99056809	1490497	REGISTERED
US	RUN WITH THE WOLF	73/557,444	1,396,287	REGISTERED
Viet Nam	RUN WITH THE WOLF	4-2010-26262		PENDING
US	SYN-PACK	77/540,382	3,671,895	REGISTERED
Benelux	SYNPLUS	836870	559,533	REGISTERED
Chile	SYNPLUS		802,364	REGISTERED
Costa Rica	SYNPLUS		91575	REGISTERED
Japan	SYNPLUS		3310796	REGISTERED
Taiwan	SYNPLUS		627556	REGISTERED




COUNTRY	MARK	APP NO	REG NO	STATUS
US	SYNPLUS	74/568,490	1,915,937	REGISTERED
US	TRI-VIS PLUS	77/589,382	3,622,662	REGISTERED
US	ULTRA ALL-TRAC	77/590,035	3,626,441	REGISTERED
Brazil	U.S. LUBRICANTS	823,689,220	823689220	REGISTERED
Mexico	U.S. LUBRICANTS	481,883		PENDING
Mexico	U.S. LUBRICANTS	1006155	1258750	REGISTERED
Paraguay	U.S. LUBRICANTS		351,244	REGISTERED
US	U.S. LUBRICANTS	76/154,061	2,623,383	REGISTERED
Brazil		823,689,204	823689204	REGISTERED
Brazil		823,689,212	823689212	REGISTERED
Canada		1,093,036	TMA603885	REGISTERED




COUNTRY	MARK	APP NO	REG NO	STATUS
Mexico		481,881	755,429	REGISTERED
Peru		123,434	75,384	REGISTERED
Peru		123,433	75,215	REGISTERED
Taiwan	U.S. LUBRICANTS & Design (mark with black background)	90007747	1,064,831	REGISTERED
Taiwan	U.S. LUBRICANTS & Design (mark with black and white background)	90010487	1,073,769	REGISTERED
Taiwan		90010488	1060042	REGISTERED
Chile	VALUE TECH	701376	746,696	REGISTERED
Costa Rica	VALUE TECH	2010-003564	202619	REGISTERED





COUNTRY	MARK	APP NO	REG NO	STATUS
Florida	VALUE TECH	T09000000749	T09000000749	REGISTERED
Paraguay	VALUE TECH	7387-2001	242,079	REGISTERED
US	VALUE TECH	74/279,456	1,748,072	REGISTERED
Belarus	WOLF'S HEAD	20120165		PENDING
Chile	WOLF'S HEAD	875.589	880344	REGISTERED
China	WOLF'S HEAD	8965852	8965852	REGISTERED
Florida	WOLF'S HEAD	T09000000751	T09000000751	REGISTERED
Hong Kong	WOLF'S HEAD	301791603	301791603	REGISTERED
Korea	WOLF'S HEAD	40-2010-0058405	40-0915447	REGISTERED
Macau	WOLF'S HEAD	N/53557	N/53557	REGISTERED
Peru	WOLF'S HEAD	437845	172607	REGISTERED
Russia	WOLF'S HEAD	2012700602		PENDING
Taiwan	WOLF'S HEAD	99056808	1519011	PENDING
US	WOLF'S HEAD	73/078,804	1,047,960	REGISTERED
Viet Nam	WOLF'S HEAD	4-2010-26263		PENDING
Belarus		20120164		PENDING


















COUNTRY	MARK	APP NO	REG NO	STATUS
Chile		875.588	880.813	REGISTERED
China		8965851		PENDING
Dominican Republic		2011-6048	187860	REGISTERED
Florida		T09000000753	T09000000753	REGISTERED





COUNTRY	MARK	APP NO	REG NO	STATUS
Hong Kong		301791586	301791586	REGISTERED
Korea		40-2010-0058403	40-0890707	REGISTERED
Macau		N/53559	N/53559	REGISTERED

COUNTRY	MARK	APP NO	REG NO	STATUS
Peru		437844	172606	REGISTERED
Russia		2012700601		PENDING
Taiwan		99056810	1519011	REGISTERED

COUNTRY	MARK	APP NO	REG NO	STATUS
US		73/078,805	1,047,961	REGISTERED
Viet Nam		4-2010-26264		PENDING
Florida	XCEL	T09000000750	T09000000750	REGISTERED
Sweden	XCEL		312,367	REGISTERED
US	XCEL (stylized)	75/311,632	2,176,728	REGISTERED
Bulgaria		34,002	29,538	REGISTERED
Bolivia		4985	68,943-C	REGISTERED

COUNTRY	MARK	APP NO	REG NO	STATUS
China			1,014,396	REGISTERED
Colombia		96,011,773	189,403	REGISTERED
Costa Rica			97,015	REGISTERED
Czechoslovakia			195,787	REGISTERED
Ecuador			4904	REGISTERED
El Salvador			238	REGISTERED
Estonia			23459	REGISTERED

COUNTRY	MARK	APP NO	REG NO	STATUS
Finland		956,134	202569	REGISTERED
Hong Kong			66,203	REGISTERED
Haiti		000000	310 Reg. 158	REGISTERED
Honduras			66203	REGISTERED
Hungary		M95 03022	148,225	REGISTERED
Israel		101,085	101085	REGISTERED
Italy		T095C003294	718,677	REGISTERED
Lebanon			68259	REGISTERED

COUNTRY	MARK	APP NO	REG NO	STATUS
Nicaragua		95-03116	31,654	REGISTERED
Panama			81121	REGISTERED
Peru		285,908	25,439	REGISTERED
Poland		Z-153,092	R-107,963	REGISTERED
Paraguay		21,786	358476	REGISTERED
Romania		M 2006 12222	62111	REGISTERED
Ukraine		95113232/T	15,324	REGISTERED
US	X-L-O	71/578,648	528,824	REGISTERED