

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387079

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUNWELL CORPORATION		05/27/2016	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, AS AGENT		
Street Address:	209 SOUTH LASALLE STREET		
Internal Address:	SUITE 300		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3536614	A FIRST PRIORITY SERVICE	
Registration Number:	3572975	KEEPFULL	
Registration Number:	2730346	REDIFUEL	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	jspiantanida@vorys.com		
Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP		
Address Line 1:	P.O. BOX 2255 -- IPLAW@VORYS		
Address Line 2:	ATTN: TANYA MARIE CURCIO		
Address Line 4:	COLUMBUS, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	027656-214/1707/Sunwell		
NAME OF SUBMITTER:	Julie S. Piantanida		
SIGNATURE:	/julie piantanida/		
DATE SIGNED:	06/07/2016		
Total Attachments: 10			

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 27th day of May, 2016 (the "Effective Date"), by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually, "Grantor"), and U.S. BANK NATIONAL ASSOCIATION, in its capacity as agent (in such capacity, together with its successors and assigns in such capacity, "Agent") for the Lender Group and the Bank Product Providers (as such terms are defined in the Credit Agreement described below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 2, 2014 by and among Borrowers, Guarantors, the Lenders party thereto and Agent (as amended by that certain First Amendment and Joinder to Credit Agreement (the "First Amendment") dated as of even date herewith, and as further amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Grantors have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Pledge and Security Agreement dated as of October 1, 2014, by and among the grantors party thereto and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the First Amendment, each of Sunwell Corporation (d/b/a Redifuel), a Texas corporation, and Palatine Oil, LLC, a Delaware limited liability company, joined the Credit Agreement and other Loan Documents as a "Borrower" and "Loan Party" thereunder; and

WHEREAS, pursuant to the First Amendment, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security 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 "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule 1;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark 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 Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule 1 to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule 1.

6. COUNTERPARTS. This Trademark Security 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of

transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CONSTRUCTION.** This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit or Bank Products, providing Letter of Credit Collateralization or Bank Product Collateralization, as applicable) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of this Trademark Security Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

8. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

9. **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER**

PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

11. Prior to the Effective Date, Mid-Town, Four O, RelaDyne, and Paulson (each an "Existing Grantor" and, collectively, the "Existing Grantors") and Agent entered into that certain Trademark Security Agreement dated as of October 2, 2014 (the "Existing Trademark Security Agreement"). On and after the Effective Date, the Existing Trademark Security Agreement is hereby amended and restated in its entirety by this Agreement, and this Agreement and the other Loan Documents to which each Existing Grantor is a party will govern the present relationship among the Existing Grantors and Agent with respect to the subject matter hereof. Each Existing Grantor hereby further ratifies and reaffirms any and all grants of Liens by it to Agent on the Trademark Collateral as security for the Obligations, and each acknowledges and confirms that the grant of the Liens to Agent with respect to the Trademark Collateral: (i) secure all of the Obligations, and (ii) represent valid, first priority and continuing Liens on all of the Trademark Collateral, except to the extent of any Permitted Liens which are permitted to be senior to the Liens in favor of Agent. References in any of the Loan Documents to the Existing Trademark Security Agreement shall, on and after the Effective Date, be deemed to be references to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**RELADYNE LLC
MID-TOWN PETROLEUM ACQUISITION LLC
FOUR O CORPORATION
PAULSON OIL ACQUISITION COMPANY LLC
SUNWELL CORPORATION
PALATINE OIL, LLC**

By: 
Paul Helton, Chief Financial Officer

**ACCEPTED AND
ACKNOWLEDGED BY:**

U.S. BANK NATIONAL ASSOCIATION, as Agent

By: _____
Troy Bell, Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Trademark Security Agreement to be executed and delivered as of the day and year first above written.

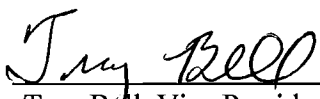
GRANTORS:

**RELADYNE LLC
MID-TOWN PETROLEUM ACQUISITION LLC
FOUR O CORPORATION
PAULSON OIL ACQUISITION COMPANY LLC
SUNWELL CORPORATION
PALATINE OIL, LLC**

By: _____
Paul Helton, Chief Financial Officer

**ACCEPTED AND
ACKNOWLEDGED BY:**

U.S. BANK NATIONAL ASSOCIATION, as Agent

By:  _____
Troy Bell, Vice President

SCHEDULE 1
to
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

RelaDyne LLC

U.S. Federal Trademark Registrations and Applications

Description	Application/ Registration No.	Owner of Record
RELADYNE RELIABILITY IN MOTION (w/design)	4,531,868	RelaDyne LLC
ARMOR TRAC	4,419,912	RelaDyne LLC
RELATECH	4,441,032	RelaDyne LLC
RELADYNE (w/design)	4,161,549	RelaDyne LLC
RELADYNE	4,154,371	RelaDyne LLC

Mid-Town Petroleum Acquisition LLC

U.S. Federal Trademark Registrations and Applications

Description	Application/ Registration No.	Owner of Record
LUBRI-FAX	1,290,994	Mid-town Petroleum, Inc.
SUPER II BRAND (w/design)	3,618,592	Mid-town Petroleum, Inc.
ALLFLEET (w/design)	3,704,160	Mid-town Petroleum, Inc.
SUPER BRAND (w/design)	3,601,529	Mid-town Petroleum, Inc.
MID-TOWN	3,611,466	Mid-town Petroleum, Inc.

Trade names

Sure Lubricants
Precision Lubricants
Motor Oil
Lube Oils

PALATINE OIL, LLC

- Trademarks
 - “Palatine Oil Company, Inc.”
 - Jurisdiction: United States Patent and Trademark Office
 - Date of Filing: 6/17/2011; Date of Registration: 4/10/2012
 - Serial Number: 85349620; Registration Number: 4124719
 - Mark Drawing Code: (4) Standard character mark
 - “POC Xpress”
 - Jurisdiction: United States Patent and Trademark Office
 - Date of Filing: 7/5/2011; Date of Registration: 3/20/2012
 - Serial Number: 85363205; Registration Number: 4114312
 - Mark Drawing Code: (4) Standard character mark
 - “Fuel Freeze”
 - Jurisdiction: United States Patent and Trademark Office
 - Date of Filing: 7/5/2011; Date of Registration: 9/4/2012
 - Serial Number: 85363209; Registration Number: 4200929
 - Mark Drawing Code: (4) Standard character mark
 - “POC”
 - Jurisdiction: United States Patent and Trademark Office
 - Date of Filing: 6/28/2011; Date of Registration: 4/10/2012
 - Serial Number: 85358696; Registration Number: 4124768
 - Mark Drawing Code: (2) Design plus words, letters and/or numbers

Four O Corporation

U.S. Federal Trademark Registrations and Applications

Description	Application/ Registration No.	Owner of Record
OIL DISTRIBUTING COMPANY (w/design)	4,442,721	Four O Corporation
DURAMAX (w/design)	4,042,928	Four O Corporation
DURAMAX (w/design)	85/038,828	Four O Corporation

State Registrations

Description	Registration No.	State	Type
MECHANIC'S PRIDE	TM 14758	Ohio	Trademark
OIL DISTRIBUTING	RN66218	Ohio	Trade Name

Domain Names

oildistributing.com

Paulson Oil Acquisition Company LLC

U.S. Federal Trademark Registrations and Applications

Description	Application/ Registration No.	Owner of Record
FPS FUEL PERFORMANCE SOLUTIONS (w/design)	3,820,365	Paulson Oil Acquisition Company LLC
FPS	3,809,310	Paulson Oil Acquisition Company LLC
POCO	1,763,489	Paulson Oil Acquisition Company LLC

Sunwell Corporation

U.S. Federal Trademark Registrations and Applications

Description	Application/ Registration No.	Owner of Record
A FIRST PRIORITY SERVICE	3,536,614	Sunwell Corporation
KEEPFULL	3,572,975	Sunwell Corporation
REDIFUEL	2,730,346	Sunwell Corporation

- Trade Names
 - RediFuel
 - KeepFull
 - Benefield Distribution
 - A First Priority Service

Palatine Oil, LLC

U.S. Federal Trademark Registrations and Applications

Description	Application/ Registration No.	Owner of Record
POC XPRESS	4,114,312	Palatine Oil, LLC
PALATINE OIL CO., INC.	4,124,719	Palatine Oil, LLC
FUEL FREEZE	4,200,929	Palatine Oil, LLC
POC and Design	4,124,768	Palatine Oil, LLC