

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM808877

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Martin Operating Partnership L.P.		05/05/2023	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank Trust Company		
Street Address:	13737 Noel Road		
Internal Address:	8th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5514369	EXTREME BRAND PRODUCTS	
Registration Number:	5299502	EXTREME RACING FUELS	
Registration Number:	5299501	EXTREME RACING OIL	
CORRESPONDENCE DATA			
Fax Number:	2146614899		
<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:	12149536903		
Email:	cecily.porterfield@bakerbotts.com		
Correspondent Name:	Cecily Porterfield		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 900		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	074228.0147		
NAME OF SUBMITTER:	Cecily Porterfield		
SIGNATURE:	/Cecily Porterfield/		
DATE SIGNED:	05/08/2023		
Total Attachments: 7			

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**FIRST AMENDMENT AND REAFFIRMATION TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

dated as of May 5, 2023

between

**MARTIN OPERATING PARTNERSHIP L.P.,
as Grantor**

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Collateral Agent**

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, (I) THE LIENS AND SECURITY INTERESTS GRANTED TO THE PARITY LIEN COLLATERAL AGENT PURSUANT TO THIS AMENDMENT ARE EXPRESSLY SUBJECT AND SUBORDINATE TO THE LIENS AND SECURITY INTERESTS GRANTED IN FAVOR OF THE PRIORITY LIEN SECURED PARTIES (AS DEFINED IN THE INTERCREDITOR AGREEMENT REFERRED TO BELOW), AND (II) THE EXERCISE OF ANY RIGHT OR REMEDY BY THE PARITY LIEN COLLATERAL AGENT HEREUNDER IS SUBJECT TO THE LIMITATIONS AND PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF FEBRUARY 8, 2023 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “**INTERCREDITOR AGREEMENT**”), AMONG ROYAL BANK OF CANADA, AS PRIORITY LIEN CREDIT AGREEMENT COLLATERAL AGENT, U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS PARITY LIEN COLLATERAL AGENT, THE OTHER REPRESENTATIVES FROM TIME TO TIME PARTY THERETO, THE GRANTOR AND ITS SUBSIDIARIES PARTY THERETO. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THE TERMS OF THIS SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN.

**FIRST AMENDMENT AND REAFFIRMATION TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment and Reaffirmation to Second Lien Intellectual Property Security Agreement (this “Amendment”) is entered into as of May 5, 2023 by and between MARTIN OPERATING PARTNERSHIP L.P., a Delaware limited partnership (“Grantor”) and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as collateral agent for the Parity Lien Secured Parties (in such capacity, “Collateral Agent”).

RECITALS

A. Grantor and Collateral Agent previously entered into that certain Second Lien Intellectual Property Security Agreement, dated as of February 8, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”);

B. Pursuant to the IP Security Agreement, the Grantor granted to the Collateral Agent, a security interest in the Secured Intellectual Property, including certain pending and registered trademarks and patents;

C. Grantor and Collateral Agent wish to amend the IP Security Agreement (i) to include certain additional registered trademarks, as set forth in Schedule A hereto and (ii) to reaffirm its obligations under the IP Security Agreement on the terms and conditions herein in connection with the Parity Lien Documents.

NOW, THEREFORE, Grantor and Collateral Agent agree as follows:

AGREEMENT

1. Capitalized terms used but not defined in this Amendment (including in the recitals hereof) shall have the meanings set forth in the IP Security Agreement.

2. The IP Security Agreement is hereby amended by supplementing the Secured Intellectual Property appended to the IP Security Agreement as Schedule A with the additional registered trademarks set forth in Schedule A attached hereto. The Secured Intellectual Property listed on Schedule A attached hereto shall be and become part of the “Secured Intellectual Property” referred to in the IP Security Agreement and the undersigned hereby grants to the Collateral Agent a security interest in the Secured Intellectual Property, as amended and supplemented hereby under the terms and conditions of the IP Security Agreement as amended and reaffirmed hereby. Notwithstanding anything herein to the contrary, (a) the liens and security interests granted to the Collateral Agent pursuant to this Amendment are expressly subject and subordinate to the liens and security interests granted in favor of the Priority Lien Secured Parties (as defined in the Intercreditor Agreement), and (b) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement, the terms of the Security Agreement, and the terms of the Collateral Agency Agreement, on the one hand, and the terms of this Amendment, on the other hand, the terms of the Intercreditor

Agreement, the terms of the Security Agreement or the terms of the Collateral Agency Agreement, as applicable, shall control.

3. Collateral Agent may (but is under no obligation to) record this Amendment with the United States Patent and Trademark Office, at the expense of the Grantor.

4. The terms and provisions of the IP Security Agreement are hereby ratified and confirmed and shall continue to be in full force and effect. Grantor hereby reaffirms and confirms its obligations to the Collateral Agent under the IP Security Agreement and acknowledges that the Secured Intellectual Property granted thereunder shall secure all the Parity Lien Obligations, subject to the terms and conditions of the Security Agreement and the other Parity Lien Documents. As amended and reaffirmed hereby, the IP Security Agreement shall continue to be legal, valid, binding and enforceable in accordance with its terms.

5. Nothing contained in this Amendment shall be construed as a waiver by the Collateral Agent of any covenant or provision of the IP Security Agreement, the other Parity Lien Documents, or of any other contract or instrument between Grantor and the Collateral Agent, and the failure of the Collateral Agent at any time or times hereafter to require strict performance by Grantor of any provision thereof shall not waive, affect or diminish any right of the Collateral Agent to thereafter demand strict compliance therewith. The Collateral Agent hereby reserves all rights, including, but not limited to the rights, remedies, indemnities and other protections granted to Collateral Agent under the IP Security Agreement, the other Parity Lien Documents, this Amendment and any other contract or instrument between Grantor and the Collateral Agent.

6. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERN THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.

7. This Amendment shall be binding upon and inure to the benefit of Collateral Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of Collateral Agent given in accordance with the Collateral Agency Agreement, assign any right, duty or obligation hereunder.

8. This Amendment may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart by facsimile or other electronic transmission shall be effective as originals.

9. THE IP SECURITY AGREEMENT, THIS AMENDMENT AND ALL OTHER INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THIS AMENDMENT REPRESENT THE FINAL AGREEMENT

AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES.

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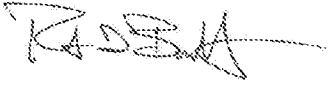
IN WITNESS WHEREOF, Grantor and Collateral Agent have caused this Amendment to be duly executed and delivered as of the date first above written.

MARTIN OPERATING PARTNERSHIP L.P.,
as Grantor

By: MARTIN OPERATING GP LLC, its General
Partner

By: MARTIN MIDSTREAM PARTNERS L.P., its
Sole Member

By: MARTIN MIDSTREAM GP LLC, its General
Partner

By: 
Name: Robert D. Bondurant
Title: President and Chief Executive Officer




U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Michael K. Herberger
Title: Vice President

[Signature Page to First Amendment and Reaffirmation to Second Lien Intellectual Property Security Agreement]

TRADEMARK
REEL: 008065 FRAME: 0344

SCHEDULE A

TRADEMARK (COUNTRY/STATE)	FILED	APPL #	REG. DATE	REG #	(CLASS) GOODS OR SERVICES (DATES OF USE/ANYWHERE- COMMERCE)	GRANTOR
 (United States)	08/5/16	87129306	7/10/18	5514369	(4) Racing fuels and racing oils for drag and stock cars (10/18/16)	Martin Operating Partnership L.P.
 (United States)	10/18/16	87207370	10/3/17	5299502	(4) Motor fuels (10/18/16)	Martin Operating Partnership L.P.
 (United States)	10/18/16	87207276	10/3/17	5299501	(4) Motor fuels (10/18/16)	Martin Operating Partnership L.P.