

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813262

| | | | |
|---|----------------------------------|------------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Martin Operating Partnership L.P. | | 04/28/2023 | Limited Partnership: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Royal Bank of Canada | | |
| Street Address: | 155 Wellington Street, 8th Floor | | |
| City: | Toronto | | |
| State/Country: | CANADA | | |
| Postal Code: | M5V 3K7 | | |
| Entity Type: | banking association: CANADA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87129306 | EXTREME BRAND PRODUCTS | |
| Serial Number: | 87207370 | EXTREME RACING FUELS | |
| Serial Number: | 87207276 | EXTREME RACING OIL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2142207716 | | |
| <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: | 2146617347 | | |
| Email: | sspainhour@velaw.com | | |
| Correspondent Name: | Shannon Spainhour | | |
| Address Line 1: | 2001 Ross Avenue, Suite 3900 | | |
| Address Line 2: | c/o Vinson & Elkins | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| NAME OF SUBMITTER: | Shannon Spainhour | | |
| SIGNATURE: | /Shannon Spainhour/ | | |
| DATE SIGNED: | 05/26/2023 | | |
| Total Attachments: 5 | | | |
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**FIRST AMENDMENT AND REAFFIRMATION TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment and Reaffirmation to Intellectual Property Security Agreement (this "Amendment") is entered into as of April 28, 2023 by and between MARTIN OPERATING PARTNERSHIP L.P., a Delaware limited partnership ("Grantor") and ROYAL BANK OF CANADA, as administrative agent and collateral agent (in such capacities, "Agent") for itself, the Lenders and the Lender Swap Parties.

RECITALS

A. Grantor and Agent previously entered into that certain Intellectual Property Security Agreement, dated as of May 27, 2020 (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 Agent, a security interest in the Secured Intellectual Property, including certain pending and registered trademarks and patents;

C. Grantor, as borrower, Martin Midstream Partners L.P., a Delaware limited partnership (the "MLP"), the lenders from time to time party thereto and Agent entered into that certain Fourth Amended and Restated Credit Agreement, effective as of February 8, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") to amend and restate the Existing Credit Agreement (as defined therein), and to refinance, rearrange and extend all of the obligations and indebtedness outstanding thereunder, all subject to the terms and conditions therein;

D. Grantor, as debtor, and Agent are entering into that certain Fourth Amended and Restated Pledge and Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") for the benefit of the Secured Parties; and

C. Grantor and 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 Credit Agreement and the Security Agreement.

NOW, THEREFORE, Grantor and 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 shall secure all Obligations referred to in the Security Agreement, and the undersigned hereby grants to the Agent for the ratable benefit of the Secured Parties, a security interest in the Secured

Intellectual Property, as amended and supplemented hereby, to secure the Obligations under the terms and conditions of the IP Security Agreement as amended and reaffirmed hereby.

3. Agent may 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 Agent, for the benefit of the Secured Parties under the IP Security Agreement and acknowledges that the Secured Intellectual Property granted thereunder shall secure all the Obligations, as amended, decreased and/or extended pursuant to the Credit Agreement. 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 Agent of any covenant or provision of the IP Security Agreement, the other Loan Documents, or of any other contract or instrument between Grantor and the Agent, and the failure of the 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 Agent to thereafter demand strict compliance therewith. The Agent hereby reserves all rights granted under the IP Security Agreement, the other Loan Documents, this Amendment and any other contract or instrument between Grantor and the 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 GOVERNS 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 Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of Agent given in accordance with the Credit 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and 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

{Signature Page to First Amendment and Reaffirmation to Intellectual Property Security Agreement}

ROYAL BANK OF CANADA,
as Agent

By: 




Name: Jason S. York

Title: Authorized Signatory

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

TRADEMARK
REEL: 008084 FRAME: 0952

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. |