

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871144

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN PETROLOG, LLC		01/25/2024	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	KeyBank National Association, as collateral agent		
Street Address:	127 Public Square		
Internal Address:	6th Floor		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5888706	AMERICAN PETROLOG	
Registration Number:	6019837	WE GET TO YES!	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Hye-Jin Kim		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	Hye-Jin Kim - 56194.0007		
NAME OF SUBMITTER:	Hye-Jin Kim		
SIGNATURE:	/Hye-Jin Kim/		
DATE SIGNED:	01/25/2024		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of January 25, 2024, (this “**Agreement**”), among AMERICAN PETROLOG, LLC, a Texas limited liability company (the “**Grantor**”) and KeyBank National Association (“**KeyBank**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of July 31, 2015 (as supplemented by that certain Supplement No. 1, dated as of November 14, 2016, that certain Supplement No. 2, dated as of November 19, 2021, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of the date hereof (the “**Credit Agreement**”), by and among The Kenan Advantage Group, Inc., a Delaware corporation (the “**U.S. Borrower**”), Kenan Canada GP, a Delaware general partnership (the “**Canadian Borrower**” and, together with the U.S. Borrower, each, a “**Borrower**” and collectively, the “**Borrowers**”), Kenan Advantage Group Holdings Corp., a Delaware corporation (“**Holdings**”), the Lenders from time to time party thereto and KeyBank National Association (“**KeyBank**”), in its capacities as an Issuing Bank and the Swingline Lender and as administrative agent and collateral agent for the Lenders (in its capacities as administrative and collateral agent, the “**Administrative Agent**”), with KeyBanc Capital Markets Inc., Citizens Capital Markets, Inc., Barclays Bank PLC, CIBC World Markets Corp., ING Capital LLC, MUFG Bank, Ltd., Regions Securities LLC, UBS Securities LLC, Wells Fargo Securities, LLC and Fifth Third Bank, National Association, as joint lead arrangers and joint bookrunners. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or Credit Agreement, as applicable.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing the foregoing items constitute Collateral.


SECTION 3. *Security 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 Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law*. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

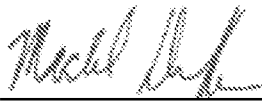
AMERICAN PETROLOG, LLC

By: 
Name: Jacqueline A. Musacchia
Title: Executive Vice President, General Counsel
and Secretary

{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT}


TRADEMARK
REEL: 008327 FRAME: 0295

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Michael DeRose
Title: Vice President

SCHEDULE I

1. Trademarks:

Registered Owner	Registration Number	Trademark
AMERICAN PETROLOG, LLC	5888706	AMERICAN PETROLOG, LLC 
AMERICAN PETROLOG, LLC	6019837	WE GET TO YES!

2. Trademark Applications:

None.