

Assignment of Intellectual Property Rights

This Assignment of Intellectual Property Rights (the "Assignment"), dated August 1, 2020 (the "Effective Date"), is entered into between Extreme Brand Products LLC, a limited liability company organized and existing under the laws of Missouri and having a principal place of business at 5081 Bings Way, House Springs, Missouri 65051 (the "Assignor") and Martin Operating Partnership L.P., a limited partnership organized and existing under the laws of Delaware and having a principal place of business at 4200 Stone Road, Kilgore, Texas 75662 (the "Assignee").




Recitals

1. Assignor has a property interest in certain intellectual property (the "Property") as further described below.
2. Assignor desires to assign all such interest in the Property to Assignee, and Assignee desires to receive Assignor's interest in the Property.
3. For and in consideration of the mutual covenants and agreements contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned agree as set forth below.

Terms

1. Property

The Property the subject of this Assignment consists of three U.S. registered trademarks described as follows:

| Mark | Reg. No. (Date) | Classes (Goods) |
|---|-------------------------|--|
|  | 5299501 (10/03/2017) | 004 (motor oil) |
|  | 5299502 (10/03/2017) | 004 (motor fuel) |
|  | 5514369 (07/10/2018) | 004 (racing fuels and racing oils for drag and stock cars) |

2. Assignor's Interest

Assignor owns a 100% interest in the Property.

3. Conveyance of Property

Assignor conveys its interest in the Property to Assignee as of the Effective Date.

4. Consideration

As consideration for the conveyance of the Property, Assignor and Assignee have contemporaneously executed a certain Settlement Agreement which includes an express reference to this Assignment and describes the exchange of valuable consideration.

5. Warranties

Assignor warrants to Assignee that: (a) Assignor owns the interest in the Property that it purports to convey by this Assignment, (b) Assignor is free of any obligation that would prevent it from entering into this Assignment, (c) the Property is free from any encumbrance, and (d) Assignor has not licensed the Property to any third party.

Assignee warrants to Assignor that (a) Assignee is free of any obligation that would prevent it from entering into this Agreement and (b) Assignee has had sufficient opportunity to examine the Property to determine whether or not to enter into this Assignment.

The warranties set forth above, are in lieu of, and this Assignment expressly excludes, all other warranties, express or implied, oral or written, including, without limitation, (a) any warranty that the Property is without defect, (b) any and all warranties of merchantability, and (c) any and all warranties of fitness for a particular purpose.

6. Further Rights and Obligations

The contemporaneously-executed Settlement Agreement sets forth further rights and obligations of the Parties.

7. Disclosure of Personal Information

Assignor acknowledges that Assignee may file documents with governmental organizations that are empowered to record assignments and grant intellectual property rights, and that upon filing, such documents may become part of the public record. Assignee shall use reasonable means to minimize the amount of Assignor-related personal information used on any such documents.

8. Governing Law

This Assignment will be governed by and construed in accordance with the laws of the State of Texas, without regard to the principles of conflicts of laws of the State of Texas. Venue for any dispute arising under this Assignment shall be any competent Missouri state or federal court in or for St. Louis County, Missouri.

Signature page follows

The parties executed this Assignment to be effective the Effective Date set forth above.

Name: [Signature]
Title: SUP/CFU

Martin Operating Partnership LP
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

Name: Larry Jeffry
Title: owner
Extreme Brand Products LLC