Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

06-02-2006

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

6/1/06 RE

103222170

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Alemite, LLC

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State:
☑ Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: General Electric Capital Corporation

Internal Address: 17th Floor

Street Address: 500 W. Monroe Street

City: Chicago

State: Illinois

Country: USA Zip: 60661

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☑ Corporation Citizenship Delaware
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) January 23, 2006

☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See continuation of Item 4 attached hereto

B. Trademark Registration No.(s)
See continuation of Item 4 attached hereto

Additional sheet(s) attached? ☑ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gayle D. Grocke

Internal Address: Latham & Watkins LLP

Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312-993-2622

Fax Number: 312

Email Address: 993-9767

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 365.00

☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☑ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature: Gayle D. Grocke — Signature

5/30/2006 — Date

Gayle D. Grocke — Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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01 FC:8521 40.00 OP
02 FC:8522 325.00 OP
03 FC:8523 120.00 OP

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ASSIGNMENTS DIV

Continuation of Item 4 to Trademark Recordation Form Cover Sheet

4. Application numbers or registration numbers and identification or description of the Trademarks:

A. Trademark Application No.(s):

78/699,222
78/759,467
78/699,293
78/386,498

B. Trademark Registration No.(s):

1,863,471
826,731
418,904
1,869,226
2,963,329
2,358,409
692,282
2,765,952
2,583,197
2,998,560

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 23, 2006, by ALEMITE, LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as US Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 8, 2005 by and among Grantor, the other Persons named therein as Credit Parties, Agent, European Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of April 8, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

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

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALEMITE, LLC

By: _____
Name: Gary D. Beinke
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: _____
Title:

[Signature Page to Alemite Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALEMITE, LLC

By:_____
Name:_____
Title:_____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By:_____
Name: THOMAS S. BECK
Title: DULY AUTHORIZED SIGNATORY

[Signature Page to Alemite Trademark Security Agreement]

Schedule

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark/Country/ Matter	Appl. Number/ Filing Date	Reg. Number/ Reg. Date	Record Owner
A ALEMITE & Design *United States* 291536	74/188,312 07/25/1991	1,863,471 11/22/1994	Alemite, LLC
A ALEMITE (Stylized) *United States* 291541	72/243,035 04/08/1966	826,731 04/04/1967	Alemite, LLC
ACCU-GUARD *United States* 294955	78/699,222 08/24/2005		Alemite, LLC
ALEMITE *United States* 281531	71/481,344 03/26/1945	418,904 01/15/1946	Alemite, LLC
ALEMITE *United States* 291487	74/231,067 12/16/1991	1,869,226 12/27/1994	Alemite, LLC
ALEMITE *United States* 291495	78/375,467 02/27/2004	2,963,329 06/21/2005	Alemite, LLC
ALEMITE *United States* 303980	78/759,467 11/22/2005		Alemite, LLC
CHAPS *United States* 291477	75/492,163 05/28/1998	2,358,409 06/13/2000	Alemite, LLC
Fitting Design *United States* 291526	72/047,453 03/10/1958	692,282 02/02/1960	Alemite, LLC
FLUIDGUARD *United States* 296915	78/699,293 08/24/2005		Alemite, LLC
PUSH N' LUBE *United States* 291524	78/169,855 10/01/2002	2,765,952 09/16/2003	Alemite, LLC

Mark/Country/ Matter	Appl. Number/ Filing Date	Reg. Number/ Reg. Date	Record Owner
RAM & Design *United States* 292191	75/928,634 02/28/2000	2,583,197 06/18/2002	Alemite, LLC
THE PILL *United States* 291491	78/386,498 03/18/2004		Alemite, LLC
ZERK-MATE *United States* 291498	76/334,212 11/05/2001	2,998,560 09/20/2005	Alemite, LLC

INTERNET DOMAIN NAMES

Domain Name	Registrant
tpmsolutions.com	Alemite Corporation
alemiteonline.com	Alemite Corporation
alemite.com	Alemite Corporation

LICENSES

1. Stewart Warner Corporation of Canada Distribution Agreement dated June 14, 2002, between Stewart Warner Corporation of Canada, Limited and J.W. Hobbs Corporation.

2. Letter Agreement between Innovative Products of America and Alemite Corporation dated August 19, 2003.

3. Master Sourcing Agreement between United Rental, Inc. and Alemite dated February 15, 2005.

4. Agreement between Stewart-Warner Corporation and Alemite-Lubrequip Pty. Limited dated July 27, 1972.

5. Revised/Amended Financial Agreement between Alemite Corporation and Affiliated Distributors dated March 29, 2005.