

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Neapco, LLC		06/30/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	LaSalle Bank National Association		
Street Address:	135 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2940329	DURA-LUBED	
Registration Number:	1598188	NEAPCO	
Registration Number:	1319256	PDQ	
Registration Number:	1293922	DURA-SLIP	
Registration Number:	0519167	NEAPCO	
CORRESPONDENCE DATA			
Fax Number:	(312)759-5646		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-357-1313		
Email:	mvallone@btlaw.com		
Correspondent Name:	Melissa A. Vallone		
Address Line 1:	PO Box 2786		
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ATTORNEY DOCKET NUMBER:	35359-17		

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NAME OF SUBMITTER:	Melissa A. Vallone
Signature:	/mvallone/
Date:	07/19/2006
Total Attachments: 7 source=TMsecurity#page1.tif source=TMsecurity#page2.tif source=TMsecurity#page3.tif source=TMsecurity#page4.tif source=TMsecurity#page5.tif source=TMsecurity#page6.tif source=TMsecurity#page7.tif	

TRADEMARK, COPYRIGHT AND PATENT SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of June 30, 2006 between NEAPCO, LLC, a Delaware limited liability company (the "Borrower") and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Bank").

Borrower and Bank hereby agree as follows:

SECTION 1. Definitions.

(a) Terms Defined in Loan and Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan and Security Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in § 2.

"Copyright Office" means the United States Copyright Office.

"Loan and Security Agreement" means that certain Loan and Security Agreement, dated as of the date hereof, between Borrower and Bank.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Illinois.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Borrower; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan and Security Agreement and are incorporated herein by this reference.

(e) All copyrights, patents and trademarks that are not subject to pending applications are valid and enforceable and Borrower has received no notice of any infringement or other proceeding that affects the Collateral.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Borrower hereby assigns, transfers and conveys to Bank, and grants to Bank a

security interest in and mortgage to, all of Borrower's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Borrower now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Borrower connected with and symbolized by any of the aforementioned properties and assets;

(iv) all of the Borrower's present and future United States registered copyrights and copyright registrations, including Borrower's United States registered copyrights and copyright registrations listed in Schedule C to this Agreement, all of the Borrower's present and future United States applications for copyright registrations, including Borrower's United States applications for copyright registrations listed in Schedule C to this Agreement, and all of Borrower's present and future copyrights that are not registered in the Copyright Office including, without limitation, derivative works (collectively, the "Copyrights", and any and all royalties, payments, and other amounts payable to Borrower in connection with the Copyrights, together with all renewals and extensions of the Copyrights, the right to recover for all past, present, and future infringements of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(v) all general intangibles and all intangible intellectual or other similar property of Borrower of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above;

(vi) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Bank is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Borrower agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with § 13.

SECTION 3. Supplement to Loan and Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Bank under the Loan and Security Agreement or other security documents referred to therein. The rights and remedies of Bank with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan and Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Borrower represents and warrants to Bank that:

(a) Copyright Registrations. A true and correct list of all of Borrower's United States registered copyrights and copyright registrations is set forth in Schedule C.

(b) Applications for Copyright Registration. A true and correct list of all of Borrower's United States applications for copyright registrations is set forth in Schedule C.

(c) Patent Registrations and Applications. A true and correct list of all of the existing U.S. patents and patent applications or registrations owned by Borrower, in whole or in part, is set forth in Schedule A.

(d) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule B.

SECTION 5. Further Acts. On a continuing basis, Borrower shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Bank to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Borrower's compliance with the Agreement or to enable Bank to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO, Copyright office or any applicable state office. Bank may record this Agreement, an abstract thereof, or any other document describing Bank's interest in the patents, trademarks or copyrights with the PTO or Copyright Office, at the

expense of Borrower. In addition, Borrower authorizes Bank to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Bank. If the Borrower shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Borrower shall immediately notify Bank in a writing signed by the Borrower of the brief details thereof and grant to the Bank in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Bank.

SECTION 6. Authorization to Supplement. Borrower shall give Bank prompt notice of any additional United States copyright registrations or applications therefor after the date hereof. Borrower authorizes Bank unilaterally to modify this Agreement by amending Schedule C to include any future United States registered copyrights or applications therefor of Borrower. Borrower shall give Bank prompt notice of any additional rights it obtains to any new patentable inventions or if it becomes entitled to the benefit of any patent application or patent for any reissue, division or continuation of any patent, the provisions of this Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Bank with respect to any such new patent rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedules A, B or C shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule A, B or C.

SECTION 7. Duties of the Borrower. Borrower shall (i) prosecute diligently any application, if any, that is part of the trademarks, service marks, copyrights or patents as of the date hereof or thereafter until the termination of this Agreement, (ii) make application on registrable trademarks, service marks, patents or copyrights as Borrower deems appropriate, and (iii) take all reasonable steps to preserve and maintain all of the Borrower's rights in the Collateral whether now existing or hereafter acquired or arising, including, without limitation, making timely filings with the United States Patent and Trademark Office or any similar office or agency in any state, province or country or renewals and extensions and diligently monitoring unauthorized use hereof.

SECTION 8. Bank's Right to Sue. After the occurrence and during the continuation of an Event of Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the trademarks, service marks, copyrights and/or patents and, if the Bank shall commence any such suit, Borrower shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement. Borrower shall, upon demand, promptly reimburse Bank for all costs incurred by Bank in the exercise of such enforcement (including, without limitation, reasonable attorneys' fees).

SECTION 9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Borrower, Bank and their respective successors and assigns. Borrower may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan and Security Agreement.

SECTION 10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Illinois, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interest hereunder, or the remedies

hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Illinois.

SECTION 11. Entire Agreement; Amendment. This Agreement and the Loan and Security Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to the subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan and Security Agreement. Notwithstanding the foregoing, Bank unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in § 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan and Security Agreement, the provision giving Bank greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Bank under the Loan and Security Agreement.

SECTION 12. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one ad the same agreement. Delivery of an executed counterparty of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so delivery a manually executed counterpart shall not effect the validity enforceability, or binding effect hereof.

SECTION 13. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Bank (at Borrower's expense) shall promptly execute and deliver to Borrower such documents and instruments reasonably requested by Borrower as shall be necessary to evidence termination of all such security interest given by Borrower to Bank hereunder, including cancellation of this Agreement by written notice from Bank to the PTO or Copyright Office.

SECTION 14. No Inconsistent Requirements. Borrower acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Borrower agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 15. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 16. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan and Security Agreement.

BORROWER:

NEAPCO, LLC

By: Venture Equities Management, Inc.,
an Illinois corporation, its managing
member.

By: Kary E. Wetzel
Its: Exec Vice President

BANK:

LASALLE BANK NATIONAL ASSOCIATION

By: Shamatha Dirsch
Its: Assistant Vice President

SCHEDULE B

U.S. Trademarks

- Trademark Registration #2940329 - DURA-LUBED
- Trademark Registration #1598188 - NEAPCO (Graphic Type)
- Trademark Registration #1319256 - PDQ
- Trademark Registration #1293922 - DURA-SLIP
- Trademark Registration #0519167 - NEAPCO

International Trademarks

- Trademark Registration (Canada) - NEAPCO (Graphic Design)
- Trademark Registration (Canada) - NEAPCO

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