

10-24-2007

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

103455508

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

10-19-07

1. Name of conveying party(ies):  
Lincoln Industrial Corporation  
Memitte, LLC

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State [D];  
 Other

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: JPMorgan Chase Bank, N.A., as Collateral Agent  
Internal  
Address: \_\_\_\_\_  
Street Address: 270 Park Avenue  
City: New York State: NY Zip: 10017

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_

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)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other Correction to the document filed at 3614/654 to remove incorrect trademark #1262923 and replace with the correct mark  
 Execution Date: 10-18-07

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 PLEASE SEE ATTACHED  
 B. Trademark Registration No.(s)  
 1262823

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: IP RESEARCH PLUS, INC.  
 Internal Address: \_\_\_\_\_  
 Street Address: 21 TADCASTER CIRCLE  
 City: Waldorf State: MD Zip: 20602

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 50-3811  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Greg Serebuoh  
 Name of Person Signing

*Gregory Serebuoh*  
 Signature

10/18/07  
 Date

Total number of pages including cover sheet, attachments, and document: 23

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Security Agreement
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lincoln Industrial Corporation		07/11/2007	CORPORATION: DELAWARE
Alemite, LLC		07/11/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association:

**PROPERTY NUMBERS Total: 41**

Property Type	Number	Word Mark
Registration Number:	2440537	AIR BRAKE
Registration Number:	2197824	AIRCARE
Registration Number:	1999458	BEARINGS AVER
Registration Number:	0384177	CENTRO-MATIC
Registration Number:	0741650	CONCEPTS
Registration Number:	1905317	DUAL CONVERTER
Registration Number:	2701880	GUARDIAN
Registration Number:	0530764	KLEENSEAL
Registration Number:	0335215	KLEENSEAL
Registration Number:	1619412	LINCOLN
Registration Number:	0231354	LUBRIGUN
Registration Number:	0515855	LUBRIGUN
Registration Number:	2908229	MITYVAC

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Registration Number:	1036592	MODULAR LUBE
Registration Number:	0586506	MULTI-LUBER
Registration Number:	2290064	ORSCO INC
Registration Number:	0829060	PILED RIVER
Registration Number:	2503441	POWER LUBER
Registration Number:	2832543	POWER LUBER
Registration Number:	0675950	POWER MASTER
Registration Number:	2364821	QUICKLINC
Registration Number:	1262923	CLEANCO
Registration Number:	1842696	SILVERLINE
Registration Number:	1753143	SYSTEM SENTRY
Registration Number:	1624482	THE BRAND THE PROS DEMAND
Registration Number:	1100027	VOLUME-MASTER
Registration Number:	2364820	ZERK-LOCK
Registration Number:	692282	
Registration Number:	1863471	ALEMITE A
Registration Number:	1869226	ALEMITE
Registration Number:	2358409	CHAPS
Registration Number:	2583197	RAM
Registration Number:	2998560	ZERK-MATE
Registration Number:	2765952	PUSH 'N LUBE
Registration Number:	2963329	ALEMITE
Registration Number:	3126617	ACCU-GUARD
Serial Number:	78944009	FLOWMASTER
Serial Number:	78699293	FLUIDGUARD
Serial Number:	78759467	ALEMITE
Serial Number:	76655542	ACCU-GUARD PC
Serial Number:	77022571	ACCU-GUARD COMPACT +

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3016380511  
Email: ipresearchplus@comcast.net  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: Attn: Penelope J.A. Agodoa

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**REEL: 003645 FRAME: 0144**

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

31914

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

09/04/2007

Total Attachments: 11

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SHORT FORM FIRST LIEN TRADEMARK SECURITY AGREEMENT (the "Agreement"), as of July 11 2007, among LN ACQUISITION CORP., the Subsidiary Parties listed on Schedule I hereto and JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Collateral Agent").

Reference is made to the First Lien U.S. Guarantee and Collateral Agreement dated as of July 11, 2007 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among LN Acquisition Corp., a Delaware corporation (the "Borrower"), Lincoln Holdings Enterprises, Inc. ("Holdings"), the Subsidiaries of the Borrower identified therein and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower and to Lincoln GmbH, a corporation organized under the laws of Germany (the "German Borrower"), subject to the terms and conditions set forth in the Credit Agreement dated as of July 11, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the German Borrower, the Lenders party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent and as Collateral Agent and the other agents party thereto. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and each of the Borrower and the Subsidiary Parties are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, each Grantor's right, title or interest in or to any and all of the following assets and properties that are included in the Article 9 Collateral as defined in the Security Agreement now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, but excluding intent-to-use applications, prior to the filing of any statement of use with respect thereto or any similar offices in any State of the United States or any other country or any

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political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks");

all goodwill associated with or symbolized by the Trademarks; and

all assets, rights and interests that uniquely reflect or embody the Trademarks.

**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. Each 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.

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

LN ACQUISITION CORP.,

by

*M. P. Santoni*

Name: Michael P. Santoni

Title: Senior VP Finance

FIRST LIEN TRADEMARK SECURITY AGREEMENT

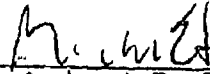
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EACH OF THE SUBSIDIARY PARTIES  
LISTED ON SCHEDULE I HERETO,

by



Name: Michael P. Santoni

Title:

FIRST LIEN TRADEMARK SECURITY AGREEMENT

[[2722346]]

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JPMORGAN CHASE BANK, N.A., as  
Collateral Agent.

by

  
Name: **BERNARD J. LILLIS**  
Title: **MANAGING DIRECTOR**

FIRST LIEN TRADEMARK SECURITY AGREEMENT

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Schedule I: Subsidiary Parties

Lincoln Industrial Corporation

Alemite, LLC

[[2722346]]

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**SCHEDULE II TO FIRST LIEN TRADEMARK SECURITY AGREEMENT**

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS OF  
LINCOLN INDUSTRIAL CORPORATION**

Country	Trademark	Application No.	Application Date	Registration No.	Registration Date
United States	AIR BRAKE	75/864,167	12/06/1999	2,440,537	04/03/2001
United States	AIRCARE	75/334,957	08/04/1997	2,197,824	10/20/1998
United States	BEARINGS AVER AND DESIGN	74/693,808	06/27/1995	1,999,458	09/10/1996
United States	CENTRO-MATIC	71/434,836	08/09/1940	0,384,177	01/07/1941
United States	CONCEPTS	72/137,258	02/05/1962	0,741,650	12/04/1962
United States	DUAL CONVERTER	74/439,484	09/23/1993	1,905,317	07/18/1995
United States	FLOWMASTER	78/944,009	08/03/2006		
United States	GUARDIAN	76/294,036	08/02/2001	2,701,880	04/01/2003
United States	KLEENSEAL	71/500,547	19/1946	0,530,764	1950
United States	KLEENSEAL (Stylized)	71/360,413	01/18/1935	0,335,215	05/26/1936
United States	LINCOLN & Horizontal Bar Design	73/820,505	08/21/1989	1,619,412	10/30/1990

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Country	Trademark	Application No.	Application Date	Registration No.	Registration Date
United States	LUBRIGUN	71/226.905	02/05/1926	0.231.354	08/16/1927
United States	LUBRIGUN	71/527.144	07/05/1947	0.515.855	10/04/1949
United States	MITYVAC	78/206.432	01/23/2003	2,908.229	12/07/2004
United States	MODULAR LUBE & DESIGN	73/022.067	05/21/1974	1,036.592	03/30/1976
United States	MULTI-LUBER	71/628.767	04/26/1952	0.586.506	03/09/1954
United States	ORSCO, Inc. and Design	75/517.762	07/13/1998	2,290.064	11/02/1999
United States	PILEDRIIVER	72/242.035	03/28/1966	0.829.060	05/23/1967
United States	POWER LUBER	75/659.749	03/12/1999	2,503,441	11/06/2001
United States	POWERLUBER	76/313.394	09/17/2001	2,832,543	04/13/2004
United States	POWER-MASTER and Design	72/052.507	05/28/1958	0,675,950	03/24/1959
United States	QUICKLINC	75/159.849	08/30/1996	2,364,821	07/04/2000
United States	QUICKLUB	73/339.482	01/04/1982	1,262,923	01/03/1984
United States	SILVERLINE	74/439.479	09/23/1993	1,842,696	07/05/1994
United States	SYSTEM SENTRY	74/096.263	09/12/1990	1,753.143	02/16/1993

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Country	Trademark	Application No.	Application Date	Registration No.	Registration Date
United States	THE BRAND THE PROS	73/833.992	10/26/1989	1,624,482	11/27/1990
United States	VOLUME-MASTER	73/129.535	06/08/1977	1,100,027	08/22/1978
United States	ZERK-LOCK	75/159.845	08/30/1996	2,364,820	07/04/2000

### U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS OF ALEMITE, LLC

Country	Trademark	Application No.	Application Date	Registration No.	Registration Date
United States	FITTING DESIGN	72/047.453	3/10/1958	692,282	2/2/1960
United States	A ALEMITE & DESIGN	74/188.312	7/25/1991	1,863,471	11/22/1994
United States	ALEMITE	74/231.067	12/16/1991	1,869,226	12/27/1994
United States	CHAPS	75/492.163	5/28/1998	2,358,409	6/13/2000
United States	RAM & DESIGN	75/928.634	2/28/2000	2,583,197	6/18/2002
United States	ZERK-MATE	76/334.212	11/5/2001	2,998,560	9/20/2005
United States	PUSH 'N LUBE	78/169.855	10/1/2002	2,765,952	9/16/2003
United States	ALEMITE	78/375.467	2/27/2004	2,963,329	6/21/2005
United States	ACCU-GUARD	78/699.222	8/24/2005	3,126,617	8/8/2006
United States	FLUIDGUARD	78/699.293	8/24/2005		
United States	ALEMITE	78/759.467	11/22/2005		

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Country	Trademark	Application No.	Application Date	Registration No.	Registration Date
United States	ACCU-GUARD PC	76/655,542	2/23/2006		
United States	ACCU-GUARD COMPACT +	77/022,571	10/17/2006		

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**RECORDED: 10/19/2007**