

**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
Nye Lubricants, Inc.		10/16/2008	CORPORATION: MASSACHUSETTS

**RECEIVING PARTY DATA**

Name:	Keybank National Association
Street Address:	225 Franklin Street
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	INC. ASSOCIATION:

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	1239918	NYE
Registration Number:	1314165	NYEBAR
Registration Number:	1315310	NYOGEL
Registration Number:	2153017	NYEFILM
Registration Number:	2188471	NYECORR
Registration Number:	2329770	NYETACT
Registration Number:	2338374	NYOIL
Registration Number:	2373721	NYETORR
Registration Number:	2398447	NYE ULTRA FILTERED
Registration Number:	2944775	THE SMART GREASE COMPANY
Registration Number:	2863676	SMARTGEL

**CORRESPONDENCE DATA**

CH \$290.00 1239918

Fax Number: (617)345-1300  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617-345-1341  
Email: matm@nixonpeabody.com  
Correspondent Name: Michelle A. Massicotte  
Address Line 1: 100 Summer Street  
Address Line 4: Boston, MASSACHUSETTS 01220

ATTORNEY DOCKET NUMBER:	727095/000107
NAME OF SUBMITTER:	Michelle A. Massicotte
Signature:	/Michelle A. Massicotte/
Date:	10/17/2008

**Total Attachments: 5**  
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FIRST AMENDED AND RESTATED  
SECURITY AGREEMENT (TRADEMARKS)

This FIRST AMENDED AND RESTATED SECURITY AGREEMENT (TRADEMARKS) (this "**Agreement**") is made as of October 16, 2008, by and between NYE LUBRICANTS, INC., a Massachusetts corporation (the "**Borrower**") and KEYBANK NATIONAL ASSOCIATION, a national banking association (the "**Bank**").

All capitalized terms not defined herein but defined in the First Amended and Restated Security Agreement-All Assets, dated of even date herewith (as the same may be amended, modified, supplemented, extended or restated, from time to time, the "**Security Agreement-All Assets**") by and between the Borrower and the Bank, shall have the meanings given to such terms in the Security Agreement-All Assets.

Preliminary Statements:

WHEREAS, the Borrower has requested that the Bank enter into the Credit Agreement and make certain Loans to or for the benefit of the Borrower, as provided for therein; and

WHEREAS, the Borrower owns, has adopted, used and is using the trademarks and service marks (and has filed the trademark applications and service mark applications) set forth in **Schedule 1** attached hereto and made a part hereof (collectively, the "**Trademarks**"); and

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement and to the obligation of the Bank to make such Loans that the Borrower enter into this Agreement as a supplement to the Security Agreement-All Assets.

NOW, THEREFORE, in order to induce the Bank to enter into the Credit Agreement and to grant such financial accommodations to and for the benefit of the Borrower, all as more particularly described therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees with the Bank as follows:

1. To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Borrower does hereby grant to the Bank a continuing security interest in and to the Trademarks and all General Intangibles connected with the use of or related to any and all Trademarks (including without limitation, all goodwill of the Borrower and its business, products and services appurtenant to, associated with or symbolized by any and all Trademarks and the use thereof), together with all registrations of the Trademarks and the applications therefore, all in accordance with the terms and provisions of the Security Agreement-All Assets.

2. The Borrower and the Bank hereby expressly acknowledge and agree that all of the rights and remedies of the Bank with respect to the security interest granted hereby are more fully set forth in the Security Agreement-All Assets.

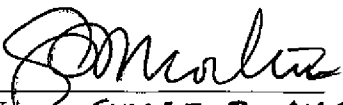
3. This Agreement amends, restates and replaces in its entirety that certain Trademark Collateral Security and Pledge Agreement, dated as of March 20, 2001 (the "**Existing Trademark Security Agreement**"), by and between the Bank and the Borrower. Upon the

execution and delivery of this Agreement, this Agreement shall supersede and replace in its entirety the Existing Trademark Security Agreement.

**[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]**

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

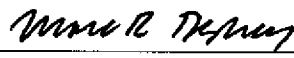
NYE LUBRICANTS, INC.

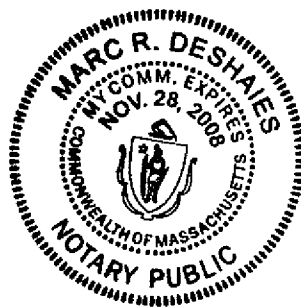
By:   
Name: GEORGE B. MUCK, III  
Title: PRESIDENT  
Its duly authorized officer

COMMONWEALTH OF MASSACHUSETTS

Bristol County, ss.

On this 14<sup>th</sup> day of October, 2008, before me, the undersigned notary public, personally appeared GEORGE B. MUCK, III, as PRESIDENT of Nye Lubricants, Inc., proved to me through satisfactory evidence of identification which was his driver's license, to be the person whose name is on the foregoing First Amended and Restated Security Agreement (Trademarks), and acknowledged to me that he signed it voluntarily, for and on behalf of Nye Lubricants, Inc., for its stated purpose.

  
Notary Public MARC R. DESHAIES  
My commission expires: 11/28/2008  
[AFFIX NOTARIAL SEAL]



KEYBANK NATIONAL ASSOCIATION

By: 

Name: Mitchell B. Feldman

Title: Director

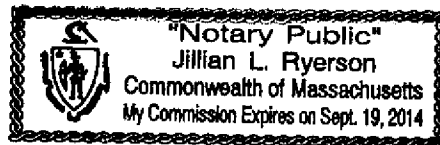
Its duly authorized officer

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 10<sup>th</sup> day of October, 2008, before me, the undersigned notary public, personally appeared Mitchell B. Feldman, as Director of KeyBank National Association, proved to me through satisfactory evidence of identification which was his driver's license, to be the person whose name is on the foregoing First Amended and Restated Security Agreement (Trademarks), and acknowledged to me that he signed it voluntarily, for and on behalf of KeyBank National Association, for its stated purpose.

  
Notary Public Jillian Ryerson  
My commission expires: 9/19/14  
[AFFIX NOTARIAL SEAL]



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FIRST AMENDED AND RESTATED  
SECURITY AGREEMENT (TRADEMARKS)

by and between

NYE LUBRICANTS, INC.  
(the "**Borrower**")

and  
KEYBANK NATIONAL ASSOCIATION  
(the "**Bank**")

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**Schedule 1**

**Trademarks and Trademark Registrations**

<b>No.</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
1.	Nye	1,239,918	May 31, 1983
2.	NyeBar	1,314,165	January 15, 1985
3.	NyoGel	1,315,310	January 22, 1985
4.	NyeFilm	2,153,017	April 21, 1998
5.	NyeCorr	2,188,471	September 8, 1998
6.	NyeTact	2,329,770	March 14, 2000
7.	NyOil	2,338,374	April 4, 2000
8.	NyeTorr	2,373,721	August 1, 2000
9.	Nye Ultrafiltered (Logo)	2,398,447	October 24, 2000
10.	The Smart Grease Company	2,944,775	April 26, 2005
11.	SmartGel	2,863,676	July 13, 2004