

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GABRIEL PERFORMANCE PRODUCTS, LLC		08/17/2011	LIMITED LIABILITY COMPANY: OHIO
GABRIEL HOLDINGS, LLC		08/17/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., as Lender		
<b>Street Address:</b>	1300 East Ninth Street		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0531542	FLUOROLUBE	
<b>Registration Number:</b>	2769807	GABEPRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)393-9887		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	216.479.8500		
<b>Email:</b>	trademark@ssd.com		
<b>Correspondent Name:</b>	Laura E. Hoag		
<b>Address Line 1:</b>	Squire, Sanders & Dempsey (US) LLP		
<b>Address Line 2:</b>	4900 Key Tower, 127 Public Square		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	011434.00508		
<b>NAME OF SUBMITTER:</b>	Laura E. Hoag		

**CH \$65.00 0531542**

Signature:	/LEH/
Date:	08/31/2011
Total Attachments: 5 source=Trademark_Security_Agreement_(Executed)#page1.tif source=Trademark_Security_Agreement_(Executed)#page2.tif source=Trademark_Security_Agreement_(Executed)#page3.tif source=Trademark_Security_Agreement_(Executed)#page4.tif source=Trademark_Security_Agreement_(Executed)#page5.tif	

## TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of August 17, 2011, by GABRIEL PERFORMANCE PRODUCTS, LLC, an Ohio limited liability company, and GABRIEL HOLDINGS, LLC, a Delaware limited liability company (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Lender (as hereinafter defined) pursuant to the Credit Agreement (as hereinafter defined).

### WITNESSETH:

WHEREAS, the Pledgors are party to a Credit and Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement, the Pledgors hereby agree with the Lender as follows:

#### SECTION 1. Defined Terms.

(a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

(b) The following capitalized words and phrases shall have the meanings set forth below:

“Trademarks” shall mean all rights, priorities and privileges, whether arising under United States, multinational or foreign laws or otherwise, relating to service marks or trademarks, all registrations and applications for registration therefor and all licensees thereof, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

SECTION 2. Grant of Security Interest in Trademarks. Each Pledgor hereby pledges and grants to the Lender, for the benefit of the itself and its Affiliates (the “Secured Parties”), a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto; and

(b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Credit Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control unless the Lender shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Credit Agreement, the Lender shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

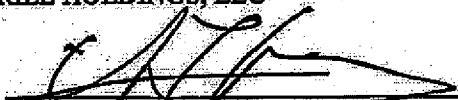
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GABRIEL PERFORMANCE PRODUCTS, LLC

By:   
Name: Christopher F. Childres  
Title: Manager

GABRIEL HOLDINGS, LLC

By:   
Name: Christopher F. Childres  
Title: Manager

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,  
as Lender

By: \_\_\_\_\_  
Name: Phillip R. Duryea  
Title: Senior Vice President

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

Very truly yours,

GABRIEL PERFORMANCE PRODUCTS, LLC

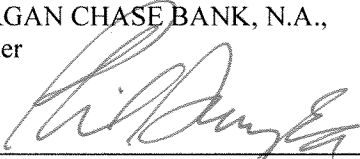
By: \_\_\_\_\_  
Name: Christopher F. Childres  
Title: Manager

GABRIEL HOLDINGS, LLC

By: \_\_\_\_\_  
Name: Christopher F. Childres  
Title: Manager

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,  
as Lender

By:  \_\_\_\_\_  
Name: Phillip R. Duryea  
Title: Senior Vice President

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademarks, Trade Name and Service Marks Registrations:**

<u>Name</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Registered Owner</u>
Fluorolube	Australia	B374,662	04/23/1982	Gabriel Performance Products, LLC
Fluorolube	Benelux	381,604	04/29/1982	Gabriel Performance Products, LLC
Fluorolube	Canada	UCA 49807	04/28/1954	Gabriel Performance Products, LLC
Fluorolube	Chile	599,547	07/16/1991	**Not determined
Fluorolube	Finland	120048	07/06/1992	Gabriel Performance Products, LLC
Fluorolube	France	1,205,992	06/04/1982	Gabriel Performance Products, LLC
Fluorolube	Ireland	141336	11/21/1990	**Not determined
Fluorolube	Israel	78255	07/05/1994	**Not determined
Fluorolube	Italy	489,190	05/25/1982	Gabriel Performance Products, LLC
Fluorolube	Mexico	322883	02/19/1987	**Not determined
Fluorolube	New Zealand	206507	11/26/1990	**Not determined
Fluorolube	Spain	1,604,342	12/05/1991	Gabriel Performance Products, LLC
Fluorolube	United Kingdom	B1171974	03/22/1982	*Not determined
Fluorolube	USA	531,542	10/03/1950	Gabriel Performance Products, LLC
Gabepro	USA	2,769,807	09/30/2003	Gabriel Performance Products, LLC

**Trademark Applications:** None.