

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Universal Lubricants, LLC		04/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85502240	UNIVERSAL	
Serial Number:	85334277	CLOSED LOOP PROCESS COLLECTION SERVICING RE-REFINING BLENDING	
Serial Number:	77839072	UNIVERSAL ECO ULTRA	
Serial Number:	77839145	ECO ULTRA	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	040896-0018		

OP \$115.00 85502240

NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	05/03/2012
Total Attachments: 6 source=Executed Universal - Trademark Security Agreement#page1.tif source=Executed Universal - Trademark Security Agreement#page2.tif source=Executed Universal - Trademark Security Agreement#page3.tif source=Executed Universal - Trademark Security Agreement#page4.tif source=Executed Universal - Trademark Security Agreement#page5.tif source=Executed Universal - Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT dated as of April 30, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), made by each of the signatories hereto (collectively, the "Grantors"), in favor of Ares Capital Corporation ("ARCC") as administrative agent (in such capacity and together with its successors, the "Administrative Agent") for (i) the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Second Amended and Restated Credit Agreement, dated as of April 30, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Universal Lubricants, LLC (the "Borrower"), UL Holding Co., LLC ("Parent"), certain subsidiaries of the Borrower and ARCC and (ii) the other Secured Parties.

WITNESSETH:

WHEREAS, Grantors are party to a Guarantee and Collateral Agreement dated as of December 24, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral.

(a) Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties, a security interest in all the following property of such Grantor, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor has or at any time in the future may acquire any right, title and interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of such Grantor's Obligations:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed on Schedule I hereto;

(ii) the right to, and to obtain, all renewals thereof;

(iii) the goodwill of the business symbolized by the foregoing;

(iv) other source or business identifiers, designs and general intangibles of a like nature;

(v) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including royalties, income, payments, claims, damages and proceeds of suit ((i) through (v), collectively, the "Trademarks"); and

(vi) any agreement, whether written or oral, providing for the grant by or to any Grantor of any right in, to or under by Trademark, including any of the foregoing referred to in Schedule I hereto (collectively, the "Trademark Licenses"); provided that notwithstanding any other provision set forth in this Section 2, this Trademark Security Agreement shall not, at any time, constitute a grant of a security interest in any property that is, at such time: (i) an Excluded Asset or (ii) an application to register a Trademark in the U.S. Patent and Trademark Office based on a Grantor's "intent to use" such Trademark, provided that at such time a Statement of Use or Amendment to Allege Use is filed therein such Trademark application shall be considered automatically included in the Trademark Collateral.

(b) Notwithstanding anything herein to the contrary, (i) each Grantor shall remain liable for all obligations under and in respect of the Trademark Collateral and nothing contained herein is intended or shall be a delegation of duties to the Administrative Agent or any other Secured Party, (ii) each Grantor shall remain liable under and each of the agreements included in the Trademark Collateral, including any Receivables, any Contracts and any other agreements relating to Trademark Collateral, to perform all of the obligations undertaken by it thereunder all in accordance with and pursuant to the terms and provisions thereof and neither the Administrative Agent nor any other Secured Party shall have any obligation or liability under any of such agreements by reason of or arising out of this Agreement or any other document related hereto, nor shall the Administrative Agent or any other Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Trademark Collateral, including any agreements relating to any Receivables, any Contracts or any other agreements relating to Trademark Collateral and (iii) the exercise by the Administrative Agent of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Trademark Collateral, including any agreements relating to any Receivables, any Contracts and any other agreements relating to Trademark Collateral.

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 Administrative Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement and 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 Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.


SECTION 4. Applicable Law. This Trademark Security Agreement shall be construed in accordance with and governed by, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile and/or electronic PDF delivery) and all of said counterparts together shall be deemed to constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each 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.

UNIVERSAL LUBRICANTS, LLC

By: 
Name: Randall Wilson
Title: Secretary and Chief Financial Officer

Signature page to Trademark Security Agreement

TRADEMARK
REEL: 004772 FRAME: 0503

Accepted and agreed:

ARES CAPITAL CORPORATION,
as Administrative Agent

By: _____

Name:

Title:


Mitchell Goldstein
Authorized Signatory

Signature page to Trademark Security Agreement

TRADEMARK
REEL: 004772 FRAME: 0504

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Debtor/Grantor	Trademark	Application No. Application Date	Registration No. Registration Date	Status
UNIVERSAL LUBRICANTS, LLC	UNIVERSAL	85502240 22-DEC-2011		PENDING
UNIVERSAL LUBRICANTS, LLC	CLOSED LOOP PROCESS COLLECTION SERVICING RE- REFINING BLENDING 	85334277 31-MAY-2011		PENDING
UNIVERSAL LUBRICANTS, LLC	UNIVERSAL ECO ULTRA	77839072 01-OCT-2009	3917821 08-FEB-2011	REGISTERED
UNIVERSAL LUBRICANTS, LLC	ECO ULTRA	77839145 01-OCT-2009	3917822 08-FEB-2011	REGISTERED