

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
Lubricating Specialties Company		04/05/2013	CORPORATION: CALIFORNIA
LSC Funding Corp.		04/05/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ICON Agent, LLC
Street Address:	3 Park Ave., 36th Floor
Internal Address:	c/o ICON Investments
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1864502	ALASKA
Registration Number:	1644074	BARTENDER
Registration Number:	2757913	BIGFOOT
Registration Number:	1966894	CRYSTAL
Registration Number:	2276604	FEDERAL
Serial Number:	85661115	GUARDSMAN
Registration Number:	1867414	MAIN STREET
Registration Number:	1457952	POLO
Registration Number:	2142702	RED-I
Registration Number:	3893820	ROUND TRIP

CORRESPONDENCE DATA

Fax Number: 3128035299

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7002546
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	04/05/2013

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 5, 2013, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of ICON Agent, LLC (“ICON”), as Agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Loan Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Term Loan, Guarantee and Security Agreement, dated as of April 5, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among the Borrower, the other Credit Parties party thereto, the Lenders from time to time party thereto and ICON, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to the Loan Agreement, to guarantee the Obligations (as defined in the Loan Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Loan Agreement 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 Lenders and the Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks owned by such Grantor and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

For the avoidance of doubt, the grant of the security interest in the Trademark Collateral is not an outright assignment of the Trademark Collateral to the Agent.

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Any signed signature page delivered by facsimile or electronic transmission shall be as effective as delivery of an original, signed signature page.

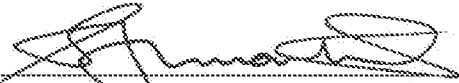
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

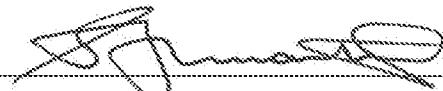
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

Lubricating Specialties Company,
as Grantor

By: 
Name: SYDNEY THWAITES
Title: President

LSC Funding Corp.,
as Grantor

By: 
Name: SYDNEY THWAITES
Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

ICON AGENT LLC
as Agent

By: IEMC, LLC, its Manager

By: _____
Name:
Title:

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.

Very truly yours,

Lubricating Specialties Company,
as Grantor

By: _____
Name:
Title:

LSC Funding Corp.,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

ICON AGENT, LLC
as Agent

By: IEMC, LLC, its Manager

By: _____
Name:
Title:

Michael Reisner
Co-President & Co-CEO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

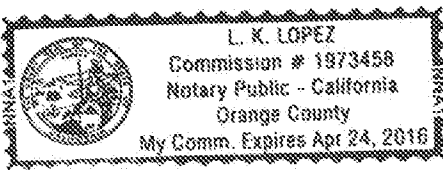
CIVIL CODE § 11209

State of California

County of Los Angeles

On 4-2-13 before me, L.K. Lopez, Notary Public

personally appeared SYDNEY THWAITES



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature] Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: All of Grant

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:

- Corporate Officer --- Title(s):
Individual
Partner --- Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

Signer Is Representing: Signer Is Representing:

Schedule I
to
Trademark Security Agreement

Trademark Registrations

A. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Mark	App No. / Reg. No.	App Date/ Reg. Date	Goods/ Service	Status	Next Action
United States	ALASKA	1,864,502	11/29/1994	Class 4: Lubricating oils and greases for industrial and automotive applications	Renewed	Renewal due 11/29/2014
United States	BARTENDER	1,644,074	5/7/1994	Class 4: Lubricant for farm equipment	Renewed	Renewal due 5/7/2011. (Note: if does not appear that the renewal was filed by the final grace period deadline of 11/7/2011. The registration is deemed expired)
United States	BIG FOOT	2,757,913	9/2/2003	Class 4: Lubricating grease for industrial applications	Registered	Renewal due 9/2/2013
United States	CRYSTAL	1,966,894	8/15/1996	Class 4: Lubricating grease for food industry	Renewed	Renewal due 8/15/2016
United States	FEDERAL	2,276,604	9/7/1999	Class 4: Motor oil; transmission fluid; industrial oil; lubricants for agricultural and industrial machinery; all purpose lubricants; cutting oil for industrial metal working	Renewed	Renewal due 9/7/2019
United States	GUARDSMAN	85/661,115	6/25/2012	Class 4: Automobile lubricants; automotive greases; engine oils; gear oils; industrial and vehicular lubricants; industrial greases; lubricating oil for motor vehicle engines; lubricating oils; motor oils	Pending	Statement of Use/1st Extension of Time due 7/16/2013
United States	MAIN STREET	1,867,414	12/13/1994	Class 4: Industrial lubricating oils and greases	Renewed	Renewal due 12/13/2014
United States	POLO	1,457,952	9/22/1987	Class 4: Lubricating oils and greases	Renewed	Renewal due 9/22/2017
United States	RED-I	2,142,702	3/10/1998	Class 4: General purpose grease	Renewed	Renewal due 3/10/2018

Country	Mark	App No / Reg. No.	App Date/ Reg. Date	Goods/ Service	Status	Next Action
United States	ROUND TRIP	3,893,820	12/21/2012	Class 4: Automobile lubricants; automotive greases; engine oils; gear oils; industrial and vehicular lubricants; industrial greases; lubricating oil for motor vehicle engines; lubricating oils; motor oils	Registered	Declaration of Use due between 12/21/2015 – 12/21/2016

[SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT]

RECORDED: 04/05/2013

TRADEMARK
REEL: 004999 FRAME: 0888