

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment to Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lubricating Specialties Company		04/05/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	PNC Bank, National Association, as Agent
Street Address:	Two North Lake Avenue
Internal Address:	Suite 440
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	1644074	BARTENDER
Registration Number:	2757913	BIGFOOT
Serial Number:	85661115	GUARDSMAN
Registration Number:	3893820	ROUND TRIP

CORRESPONDENCE DATA	
Fax Number:	3125584382
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	312.849.8128
Email:	tmadigan@mcguirewoods.com
Correspondent Name:	Tiffany Madigan, McGuireWoods LLP
Address Line 1:	77 West Wacker Drive
Address Line 2:	Suite 4100
Address Line 4:	Chicago, ILLINOIS 60601-1818

NAME OF SUBMITTER:	Tiffany Madigan	TRADEMARK
---------------------------	-----------------	------------------

OP \$115.00 1644074

Signature:	/tam/
Date:	04/09/2013
Total Attachments: 8 source=PNC-LSCAmendmentToTrademarkSecurityAgreement#page1.tif source=PNC-LSCAmendmentToTrademarkSecurityAgreement#page2.tif source=PNC-LSCAmendmentToTrademarkSecurityAgreement#page3.tif source=PNC-LSCAmendmentToTrademarkSecurityAgreement#page4.tif source=PNC-LSCAmendmentToTrademarkSecurityAgreement#page5.tif source=PNC-LSCAmendmentToTrademarkSecurityAgreement#page6.tif source=PNC-LSCAmendmentToTrademarkSecurityAgreement#page7.tif source=PNC-LSCAmendmentToTrademarkSecurityAgreement#page8.tif	

AMENDMENT TO TRADEMARK AND TRADE NAME SECURITY AGREEMENT

THIS AMENDMENT TO TRADEMARK AND TRADE NAME SECURITY AGREEMENT, dated as of April 5, 2013 (the "Amendment"), is delivered pursuant to that certain Trademark and Trade Name Security Agreement dated as of March 31, 2003 (as amended, restated, supplemented, or otherwise modified from time to time, the "Trademark Agreement") and is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of PNC Bank, National Association ("PNC"), as 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), recorded on April 9, 2003 as Reel/Frame 2711/0948 with the U.S. Patent and Trademark Office.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement, dated as of August 9, 2004 (as 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 PNC, 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, Grantors have provided Agent with notice that Grantors have obtained additional Trademarks;

NOW, THEREFORE, the parties hereto agree for valuable consideration to amend the Trademark Agreement as follows:

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

Section 2. Exhibit A. Exhibit A of the Trademark Agreement is hereby as of the date hereof amended by adding the additional Trademarks set forth on Exhibit A attached hereto; provided that no such amendment shall release or be deemed to release any security interest in any present or future Trademark granted to Agent as collateral pursuant to the Loan Agreement. To induce Lender to enter into this Amendment, each Pledgor represents and warrants to Lender as of the date hereof that, except as expressly set forth herein, nothing contained in this Amendment shall (A) amend, modify or alter any term or condition of the Trademark Agreement or any other Loan Document; or (B) except as specifically set forth herein, diminish, prejudice or waive any Lender's rights and remedies under the Trademark Agreement, any other Loan Document or Applicable Law, and Lender hereby reserves all of such rights and remedies.

Section 3. Loan Agreement. The security interest granted pursuant to this Amendment 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 Amendment to 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.

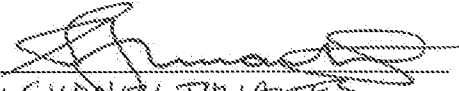
Section 6. Governing Law. This Amendment and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California.

[SIGNATURE PAGES FOLLOW]

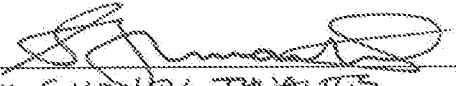
IN WITNESS WHEREOF, each Grantor has caused this Amendment to Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

Lubricating Specialties Company,
as Grantor


By: 
Name: SYDNEY THWAITES
Title: President

LSC Funding Corp.,
as Grantor

By: 
Name: SYDNEY THOMAS
Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION
as Agent

By: 
Name: Jeffrey Cristol
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005001 FRAME: 0993

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1180

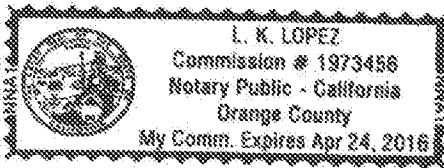
State of California

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]

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: ack. of grantor

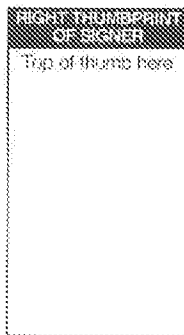
Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

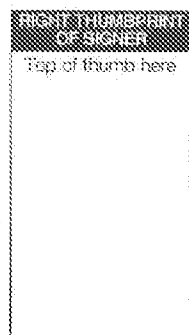
- Corporate Officer, Individual, Partner, Attorney in Fact, Trustee, Guardian or Conservator, Other



Signer Is Representing:

Signer's Name:

- Corporate Officer, Individual, Partner, Attorney in Fact, Trustee, Guardian or Conservator, Other



Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

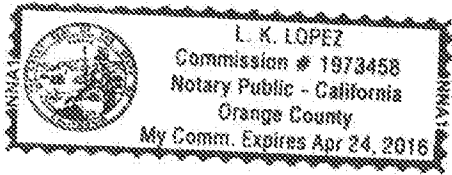
State of California

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]

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: ack. of grantor

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): _____ Corporate Officer — Title(s): _____

Individual Partner — Limited General Individual Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

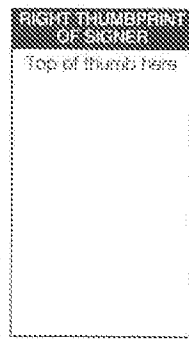
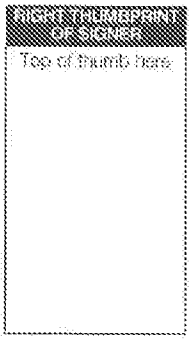


Exhibit A
to
Trademark Security Agreement

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	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	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	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