

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614395

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lubrication Reliability Solutions, Inc.		12/15/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	227 West Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	90238125	XCLUDE	
Serial Number:	90206296	LUBRICATION ENGINEERS	
Serial Number:	88792501	ALMAGARD	
Serial Number:	88792509	DUOLEC	
Serial Number:	88792520	MULTILEC	
Serial Number:	88792526	PYROSHIELD	
Serial Number:	88792548	QUINPLEX	
Serial Number:	88793033	MONOLEC	
Serial Number:	88790716	XAMINE	
Serial Number:	88790724	XPORT	
Serial Number:	88790729	XPEL	
Serial Number:	88790738	XTRACT	
Serial Number:	86099459	OVENWORX	
Serial Number:	86007845	GREENTASTIC	
Serial Number:	85941216	MONOCAL	
Serial Number:	85735231	ALMAMOLY	
Serial Number:	85475371	WIRELIFE	
Serial Number:	73172178	MONOLEC ULTRA	
Serial Number:	72068410	ALMASOL	
TRADEMARK			

CH \$515.00 90238125

Property Type	Number	Word Mark
Serial Number:	71634743	LE

CORRESPONDENCE DATA

Fax Number: 3129021061

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

Phone: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	12/15/2020

Total Attachments: 5

source=Lubrication Engineer Trademark Security Agreement Executed#page1.tif
source=Lubrication Engineer Trademark Security Agreement Executed#page2.tif
source=Lubrication Engineer Trademark Security Agreement Executed#page3.tif
source=Lubrication Engineer Trademark Security Agreement Executed#page4.tif
source=Lubrication Engineer Trademark Security Agreement Executed#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of December 15, 2020, by Lubrication Reliability Solutions, Inc., a Delaware corporation (“**Grantor**”), in favor of Madison Capital Funding LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, KS LE Plant Acquisition Co, LLC, a Kansas limited liability company (“LE Plant Buyer”), and TN LE Properties Acquisition Co, LLC, a Tennessee limited liability company (“LETN Buyer”; Grantor, LE Plant Buyer, and LETN Buyer (referred to individually as a “Borrower” and collectively as the “Borrowers”), the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of December 15, 2020, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest

in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.


3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

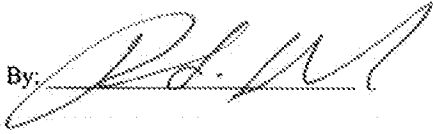
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**LUBRICATION RELIABILITY
SOLUTIONS, INC.**

By: 
Name: David Gershman
Title: Executive Vice President

Agreed and accepted as of
the date first written above:

MADISON CAPITAL FUNDING LLC, as
Agent

By: 

Name: Patrick D. Koehl
Title: Director

SCHEDULE A

Trademark Registrations

Mark	Application No.	Application Date	Registration No.	Registration Date
XCLUDE	90238125	06-OCT-2020	N/A	N/A
LUBRICATION ENGINEERS	90206296	24-SEP-2020	N/A	N/A
ALMAGARD	88792501	11-FEB-2020	6135900	25-AUG-2020
DUOLEC	88792509	11-FEB-2020	6135903	25-AUG-2020
MULTILEC	88792520	11-FEB-2020	6135905	25-AUG-2020
PYROSHIELD	88792526	11-FEB-2020	N/A	N/A
QUINPLEX	88792548	11-FEB-2020	N/A	N/A
MONOLEC	88793033	11-FEB-2020	6135937	25-AUG-2020
XAMINE	88790716	10-FEB-2020	N/A	N/A
XPORT	88790724	10-FEB-2020	N/A	N/A
XPEL	88790729	10-FEB-2020	N/A	N/A
XTRACT	88790738	10-FEB-2020	N/A	N/A
OVENWORX	86099459	23-OCT-2013	4615131	30-SEP-2014
GREENTASTIC	86007845	11-JUL-2013	4466544	14-JAN-2014
MONOCAL	85941216	23-MAY-2013	4573456	22-JUL-2014
ALMAMOLY	85735231	21-SEP-2012	4441269	26-NOV-2013
WIRELIFE	85475371	17-NOV-2011	4175114	17-JUL-2012
MONOLEC ULTRA	73172178	30-MAY-1978	1120832	26-JUN-1979
ALMASOL	72068410	25-FEB-1959	0686813	20-OCT-1959
LE	71634743	02-SEP-1952	0575250	02-JUN-1953