

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836412

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lubrication Engineers, Inc.		09/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	6135900	ALMAGARD	
Registration Number:	4441269	ALMAMOLY	
Registration Number:	686813	ALMASOL	
Registration Number:	6135903	DUOLEC	
Registration Number:	4466544	GREENTASTIC	
Registration Number:	575250	LE	
Registration Number:	6817187	LUBRICATION ENGINEERS	
Registration Number:	6135937	MONOLEC	
Registration Number:	1120832	MONOLEC ULTRA	
Registration Number:	6135905	MULTILEC	
Registration Number:	4615131	OVENWORX	
Registration Number:	6248778	PYROSHIELD	
Registration Number:	6254898	QUINPLEX	
Registration Number:	4175114	WIRELIFE	
Registration Number:	6264205	XAMINE	
Registration Number:	6388928	XCLUDE	
Registration Number:	6280264	XPEL	
Registration Number:	6259460	XPORT	
Registration Number:	6304025	XTRACT	

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CORRESPONDENCE DATA**Fax Number:** 3129939767*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:** 13129932622**Email:** gayle.grocke@lw.com**Correspondent Name:** Latham & Watkins LLP**Address Line 1:** 330 N. Wabash Avenue**Address Line 2:** Suite 2800**Address Line 4:** Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	057121-0740
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	09/01/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 1, 2023, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 1, 2023 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among LE Buyer, Inc., a Delaware corporation, as Holdings, LE Merger Sub, Inc., a Delaware corporation, as the Initial Borrower, following the consummation of the Closing Date Acquisition and the Closing Date Merger, Lubricant Engineers Holding Corporation, a Delaware corporation, as the Successor Borrower, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as the Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers 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 has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) (other than its Direct Obligations); and

WHEREAS, all of the Grantors are party to the Guaranty and Security 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, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, and to induce the Secured Swap Providers to enter into the Secured Rate Contracts, 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 Guaranty and Security 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 Secured Obligations, hereby pledges and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (which shall exclude all Excluded Property, including, without limitation, “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)) of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those United States Trademarks referred to on Schedule 1 hereto; provided, however that no Lien on and security interest is granted on any “intent to use” Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such “intent to use” Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

(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.

Section 3. Guaranty and Security 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 Guaranty and Security 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 Guaranty and Security 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 (and by different parties hereto in different 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. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or PDF (or similar file) by electronic mail shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words “execution”, “execute”, “signed”, “signature” and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and

National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

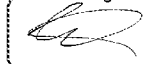
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Release and Termination. At the time provided in Section 9.10 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be immediately and automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and each Grantor hereunder shall immediately and automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, the Agent shall execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

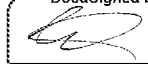
[SIGNATURE PAGES FOLLOW]

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.


LUBRICATION ENGINEERS, INC.,
as Grantor

DocuSigned by:

By: _____
Name: Eric Borland
Title: Chief Executive Officer

PHYMET, INC.,
as Grantor

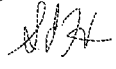
DocuSigned by:

By: _____
Name: Eric Borland
Title: Chief Executive Officer

EASY BAR, INC.,
as Grantor

DocuSigned by:

By: _____
Name: Eric Borland
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent


By: 

Name: Steve Heise
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Jurisdiction	Record Owner	Mark	Class(es)	App. No.	Filing Date	Reg. No.	Reg. Date
United States	Lubrication Engineers, Inc.	ALMAGARD	4	88792501	2/11/2020	6135900	8/25/2020
United States	Lubrication Engineers, Inc.	ALMAMOLY	4	85735231	9/21/2012	4441269	11/26/2013
United States	Lubrication Engineers, Inc.	ALMASOL	15	72068410	2/25/1959	686813	10/20/1959
United States	Lubrication Engineers, Inc.	DUOLEC	4	88792509	2/11/2020	6135903	8/25/2020
United States	Lubrication Engineers, Inc.	GREENTASTIC	3	86007845	7/11/2013	4466544	1/14/2014
United States	Lubrication Engineers, Inc.	 LE	15	71634743	9/2/1952	575250	6/2/1953
United States	Lubrication Engineers, Inc.	LUBRICATION ENGINEERS	4	90206296	9/24/2020	6817187	8/16/2022
United States	Lubrication Engineers, Inc.	MONOLEC	4	88793033	2/11/2020	6135937	8/25/2020
United States	Lubrication Engineers, Inc.	MONOLEC ULTRA	4	73172178	5/30/1978	1120832	6/26/1979
United States	Lubrication Engineers, Inc.	MULTILEC	4	88792520	2/11/2020	6135905	8/25/2020
United States	Lubrication Engineers, Inc.	OVENWORX	4	86099459	10/23/2013	4615131	9/30/2014
United States	Lubrication Engineers, Inc.	PYROSHIELD	4	88792526	2/11/2020	6248778	1/19/2021
United States	Lubrication Engineers, Inc.	QUINPLEX	4	88792548	2/11/2020	6254898	1/26/2021
United States	Lubrication Engineers, Inc.	WIRELIFE	4	85475371	11/17/2011	4175114	7/17/2012
United States	Lubrication Engineers, Inc.	XAMINE	42	88790716	2/10/2020	6264205	2/9/2021
United States	Lubrication Engineers, Inc.	XCLUDE	7	90238125	10/6/2020	6388928	6/15/2021
United States	Lubrication Engineers, Inc.	XPEL	20	88790729	2/10/2020	6280264	3/2/2021
United States	Lubrication Engineers, Inc.	XPORT	7, 8	88790724	2/10/2020	6259460	2/2/2021

Jurisdiction	Record Owner	Mark	Class(es)	App. No.	Filing Date	Reg. No.	Reg. Date
United States	Lubrication Engineers, Inc.	XTRACT	7, 9	88790738	2/10/2020	6304025	3/30/2021
United States	PhyMet, Inc.	MICROPOLY	4	74207240	9/26/1991	1704500	8/4/1992
United States	Easy Bar, Inc.	EASY BAR	4	77/425,036	3/18/2008	3,542,984	12/09/2008
United States	Easy Bar, Inc.	BAL-200	4	85/039,991	5/17/2010	3,994,979	7/12/2011
United States	Easy Bar, Inc.	SHAFTCOAT <i>SHAFTCOAT</i>	4	88/687,391	11/11/2019	6,074,633	6/9/2020

2. TRADEMARK APPLICATIONS

None.