

03-14-2001

1/ER SHEET  
ONLY



101635739

To the Honorable Commissioner of

the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Range I Acquisition Corporation

- Individual(s)                       Association
  - General Partnership               Limited Partnership
  - Corporation-State DE
  - Other \_\_\_\_\_
- Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment                               Merger
- Security Agreement                   Change of Name
- Other \_\_\_\_\_

Execution Date: May 11, 2000

2. Name and address of receiving

Name: Heller Financial, Inc.

Internal Address: \_\_\_\_\_

Street Address : 500 West Monroe

City: Chicago State: IL Zip: 60661

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation State DE
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or trademark

A. Trademark Application No.(s)  
NONE

B. Trademark Registration  
1,779,990

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: \_\_\_\_\_

**RETURN TO:**  
Internal Address: \_\_\_\_\_  
**FEDERAL RESEARCH CORP.**  
**400 SEVENTH STREET NW**

Street Address: **SUITE 101**  
**WASHINGTON DC 20004**

City: \_\_\_\_\_ Stat \_\_\_\_\_ ZIP \_\_\_\_\_

6. Total number of applications and registrations 1

7. Total fee (37 CFR) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

03/14/2001 09:01 AM

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Rebecca L. Foley  
Name of Person

Rebecca L. Foley  
Signature

3/08/01

Date

Total number of pages including cover sheet, attachments, and \_\_\_\_\_

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

## TRADEMARK SECURITY AGREEMENT

**WHEREAS**, RANGE I ACQUISITION CORPORATION, a Delaware corporation, to be renamed Spectrum Lubricants Corp. ("**Grantor**"), owns the Trademarks, Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

**WHEREAS**, Grantor, SLC Holding Corporation, a Delaware corporation ("**Holdings**") and Range II Acquisition Corporation, a Delaware corporation, to be renamed Spectrum Distribution Services, Inc. ("**Services**"; Grantor, Holdings and Services are hereinafter sometimes referred to individually as "**Borrower**" and collectively as "**Borrowers**"), have entered into that certain Credit Agreement dated as of May 11, 2000 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with Heller Financial, Inc., as agent for the benefit of all financial institutions which from time to time become lenders under the Credit Agreement ("**Lenders**") providing for extensions of credit and other financial accommodations to be made to Borrowers by Lenders; and

**WHEREAS**, pursuant to the terms of that certain Security Agreement dated as of May 11, 2000 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Borrowers and Agent (in such capacity, "**Grantee**"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the 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 Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Guaranty;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of


any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[remainder of page intentionally left blank]

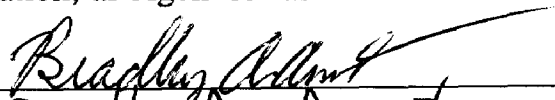
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 14 day of May, 2000.

**RANGE I ACQUISITION CORPORATION**, a Delaware corporation, to be renamed Spectrum Lubricants Corp.

By:   
Name: Felix S. Wong  
Title: Vice President

**Acknowledged:**

**HELLER FINANCIAL, INC.**, a Delaware corporation, as Agent for all Lenders

By:   
Name: Bradley A. Amant  
Title: Senior Vice President



Schedule 1  
to Trademark  
Security Agreement

**TRADEMARK REGISTRATIONS**

<b><u>MARK</u></b>	<b><u>REG. NO.</u></b>	<b><u>DATE</u></b>
SAVE-A- CHAIN	1,779,990	July 6, 1993

**TRADEMARK APPLICATIONS**

None.

**TRADEMARK LICENSES**

<b><u>Name of Agreement</u></b>	<b><u>Parties</u></b>	<b><u>Date of Agreement</u></b>
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None.