

04-15-2003



102419426

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

4-9-03

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other _____

Effective Date
Month Day Year

03 / 31 / 2003

Conveying Party

Mark if additional names of conveying parties attached

Name Lubricating Specialties Company

Effective Date
Month Day Year
03 / 31 / 2003

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name PNC Bank, National Association, as agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) Two North Lake Avenue, Suite 440

Address (line 2) _____

Address (line 3) Pasadena California 91101

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other national banking association
- Citizenship/State of Incorporation/Organization _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic Representative should be attached.
(Designation must be a separate document from Assignment.)

04/14/2003 08:58:00 00000138 76134329

FOR OFFICE USE ONLY

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

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name _____
Address (line 1) _____
Address (line 2) _____
Address (line 3) _____
Address (line 4) _____

Correspondent Name and Address Area Code and Telephone Number 214/855-4731

Name Cathryn A. Berryman
Address (line 1) Jenkins & Gilchrist, A Professional Corporation
Address (line 2) 1445 Ross Avenue, Suite 3200
Address (line 3) Dallas, Texas 75202-2799
Address (line 4) _____

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 5

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)	Registration Number(s)		
<u>76134,329</u>	<u>1,457,952</u>	<u>1,867,414</u>	<u>2,498,230</u>
_____	<u>1,644,074</u>	<u>1,966,894</u>	<u>2,587,569</u>
_____	<u>1,776,102</u>	<u>2,142,702</u>	<u>2,590,778</u>
_____	<u>1,864,502</u>	<u>2,276,604</u>	<u>2,608,864</u>

Number of Properties Enter the total number of properties involved. # 13

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$340.00

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 10-0447

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Cathryn A. Berryman
Name of Person Signing

Cathryn A. Berryman
Signature

April 8, 2003
Date Signed

TRADEMARK AND TRADE NAME SECURITY AGREEMENT

THIS TRADEMARK AND TRADE NAME SECURITY AGREEMENT ("Agreement") is between LUBRICATING SPECIALTIES COMPANY, a California corporation with its chief executive office at 8015 Paramount Blvd., Pico Rivera, California 90660 (the "Debtor"), and PNC BANK, NATIONAL ASSOCIATION, a national banking association with an office at Two North Lake Avenue, Suite 440, Pasadena, California 91101, as Agent (as defined herein below) for the Lenders (as defined herein below) (the "Secured Party").

WHEREAS, the Debtor has acquired, adopted, and used, and is using, the trademarks and/or trade names listed in Exhibit A attached hereto and made a part hereof, which, as indicated in Exhibit A, are registered in the United States Patent and Trademark Office.

WHEREAS, the Debtor and LSC Richmond, Inc., as Borrowers, Specialty Chemical Exporters, Inc., PowerTreat, Inc. and Lubricating Specialties Company Mexico, S.A. de C.V., as Subsidiary Guarantors, the financial institutions party thereto from time to time (collectively, the "Lenders"), and the Secured Party, as a Lender and as agent for the Lenders (in such capacity, "Agent"), have concurrently herewith entered into a Revolving Credit, Term Loan and Security Agreement (collectively, the "Loan Agreement") by which the Secured Party has acquired security interests in said trademarks and trade names and the applications or registrations thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor does hereby grant, transfer, assign, and convey a lien and security interest to the Secured Party in all rights, titles, and interests of the Debtor in and to the said trademarks and trade names, together with the goodwill of the business symbolized by such trademarks and trade names, and in the registrations or applications for registration thereof (all such property being referred to collectively herein as the "Trademark Collateral").

The Debtor further covenants and warrants to the Secured Party as follows:

- (a) the Debtor is the sole and exclusive owner of the Trademark Collateral and all rights comprised of the Trademark Collateral, subject to limitations imposed by law, and has the full authority to make this assignment;
- (b) the Trademark Collateral is in all aspects free and clear of any encumbrances;
- (c) to the Debtor's knowledge the validity of the Trademark Collateral has never been questioned;
- (d) the Debtor has not entered into any contract or made any commitment that will or may impair the Secured Party's rights hereunder; and
- (e) the Trademark Collateral and all rights comprised of the Trademark Collateral shall not be licensed or assigned in any manner without prior permission from the Secured Party.

THIS TRADEMARK AND TRADE NAME SECURITY AGREEMENT HAS BEEN EXECUTED, DELIVERED, AND ACCEPTED AT AND SHALL BE DEEMED TO HAVE BEEN MADE AT THE SECURED PARTY'S OFFICES IN PASADENA, CALIFORNIA, AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH AND GOVERNED BY APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED, AND PERFORMED THEREIN.

IN WITNESS WHEREOF, the Debtor and the Secured Party have executed this Trademark and Trade Name Security Agreement as of this 31st day of March, 2003.

DEBTOR:

LUBRICATING SPECIALTIES COMPANY

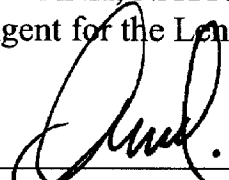
By: 

Name: Fred Atchity

Title: Chairman of the Board and CEO

SECURED PARTY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent for the Lenders

By: 

Name: Paul A. Krupela

Title: Vice President

THE STATE OF CALIFORNIA §
 §
COUNTY OF LOS ANGELES §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Fred Atchity, the Chairman of the Board and CEO of Lubricating Specialties Company, a California corporation, proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he/she executed the same as the act of said corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ^{28th}~~31st~~ day of March, 2003.

[SEAL]

My Commission Expires:
4/17/2006

Sandra L. Holstein
Notary Public in and for
the State of CALIFORNIA



THE STATE OF CALIFORNIA §
 §
COUNTY OF LOS ANGELES §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Paul A. Krupela, the Vice President of PNC Bank, National Association, and proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he/she executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ^{28th}~~31st~~ day of March, 2003.

[SEAL]

My Commission Expires:

4/17/2006

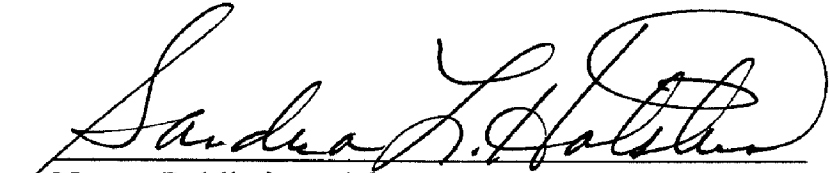

Notary Public in and for
the State of California



EXHIBIT A

Trademarks

U.S. Trademarks		
<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>
POLOPURE	2,498,230	October 16, 2001
DIESELMATE II	2,608,864	August 20, 2002
BIGFOOT	76/134,329	Pending
PIRANHA	2,587,569	July 2, 2002
ROUND TRIP	2,590,778	July 9, 2002
RED-I	2,142,702	March 10, 1998
CRYSTAL	1,966,894	April 9, 1996
ALASKA	1,864,502	November 24, 1994
MAIN STREET	1,867,414	December 13, 1994
BAR LUBE	1,776,102	June 8, 1993
POLO	1,457,952	September 22, 1987
FEDERAL	2,276,604	September 7, 1999
BARTENDER	1,644,074	May 7, 1991

California Trademarks

<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>

Trade Names