

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lincoln Industrial Corporation		07/11/2007	CORPORATION: DELAWARE
Alemite, LLC		07/11/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC, as Collateral Agent
Street Address:	4445 Willard Avenue, 12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Serial Number:	75864167	AIR BRAKE
Serial Number:	75334957	AIRCARE
Serial Number:	74693808	BEARINGSAYER
Serial Number:	71434836	CENTRO-MATIC
Serial Number:	72137258	CONCEPTS
Serial Number:	74439484	DUAL CONVERTER
Serial Number:	78944009	FLOWMASTER
Serial Number:	76294036	GUARDIAN
Serial Number:	71500547	KLEENSEAL
Serial Number:	71360413	KLEENSEAL
Serial Number:	73820505	LINCOLN
Serial Number:	71226905	LUBRIGUN
Serial Number:	71527144	LUBRIGUN

CH \$1040.00 75864167

Serial Number:	78206432	MITYVAC
Serial Number:	73022067	MODULAR LUBE
Serial Number:	71628767	MULTI-LUBER
Serial Number:	75517762	ORSCO INC
Serial Number:	72242035	PILEDRIVER
Serial Number:	75659749	POWER LUBER
Serial Number:	76313394	POWER LUBER
Serial Number:	72052507	POWER MASTER
Serial Number:	75159849	QUICKLINC
Serial Number:	73339482	QUICKLUB
Serial Number:	74439479	SILVERLINE
Serial Number:	74096263	SYSTEM SENTRY
Serial Number:	73833992	THE BRAND THE PROS DEMAND
Serial Number:	73129535	VOLUME-MASTER
Serial Number:	75159845	ZERK-LOCK
Serial Number:	72047453	
Serial Number:	74188312	ALEMITE A
Serial Number:	74231067	ALEMITE
Serial Number:	75492163	CHAPS
Serial Number:	75928634	RAM
Serial Number:	76334212	ZERK-MATE
Serial Number:	78169855	PUSH 'N LUBE
Serial Number:	78375467	ALEMITE
Serial Number:	78699222	ACCU-GUARD
Serial Number:	78699293	FLUIDGUARD
Serial Number:	78759467	ALEMITE
Serial Number:	76655542	ACCU-GUARD PC
Serial Number:	77022571	ACCU-GUARD COMPACT +

CORRESPONDENCE DATA

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

TRADEMARK
REEL: 003615 FRAME: 0159

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER: 31916

NAME OF SUBMITTER: Penelope J.A. Agodoa

Signature: /pja/

Date: 09/05/2007

Total Attachments: 12
source=31916#page1.tif
source=31916#page2.tif
source=31916#page3.tif
source=31916#page4.tif
source=31916#page5.tif
source=31916#page6.tif
source=31916#page7.tif
source=31916#page8.tif
source=31916#page9.tif
source=31916#page10.tif
source=31916#page11.tif
source=31916#page12.tif

EXECUTION COPY

SHORT FORM SECOND LIEN TRADEMARK
SECURITY AGREEMENT (the "Agreement"), dated as of July
11, 2007, among LN ACQUISITION CORP., the Subsidiary
Parties listed on Schedule I hereto and CAPITALSOURCE
FINANCE LLC, as Collateral Agent (the "Collateral Agent").

Reference is made to the Second Lien Guarantee and Collateral Agreement dated as of July 11, 2007 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among LN Acquisition Corp., a Delaware corporation (the "Borrower"), Lincoln Holdings Enterprises, Inc. ("Holdings"), the Subsidiaries of the Borrower identified therein and the Collateral Agent. The Lenders have agreed to make loans to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement dated as of July 11, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders party thereto, the Collateral Agent, JPMorgan Chase Bank, N.A., as Administrative Agent, and the other agents party thereto. The obligations of the Lenders to make loans are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the making of loans to the Borrower pursuant to the Credit Agreement and each of the Borrower and the Subsidiary Parties are willing to execute and deliver this Agreement in order to induce the Lenders to make such loans. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations and subject to the terms of the Intercreditor Agreement (as such term is defined in the Credit Agreement), each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, each Grantor's right, title or interest in or to any and all of the following assets and properties that are included in the Article 9 Collateral as defined in the Security Agreement now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, but excluding intent-to-use applications, prior to the

{12722350}

TRADEMARK
REEL: 003615 FRAME: 0161

filing of any statement of use with respect thereto or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks");

all goodwill associated with or symbolized by the Trademarks; and

all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

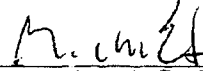
SECTION 4. Intercreditor Agreement. Notwithstanding anything in this Agreement to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Agreement shall be a Second Priority Lien on and security interest in the Trademark Collateral and the exercise of any right or remedy by the Collateral Agent or any other Secured Party hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of the Intercreditor Agreement (as such term is defined in the Credit Agreement) and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

{{2722350}}

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LN ACQUISITION CORP.,

by



Name: Michael P. Santoni
Title: Senior VP Finance

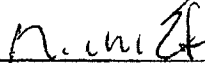
SECOND LIEN TRADEMARK SECURITY AGREEMENT

{12722350}

TRADEMARK
REEL: 003615 FRAME: 0163

EACH OF THE SUBSIDIARY PARTIES
LISTED ON SCHEDULE I HERETO,

by



Name: Michael P. Santoni

Title:

SECOND LIEN TRADEMARK SECURITY AGREEMENT

{{2722350}}

CAPITALSOURCE FINANCE, LLC, as
Collateral Agent,

by


Name: **John N. Toufanian**
Title: **Authorized Signatory**

{2722350}

SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003615 FRAME: 0165

Subsidiary Parties

Lincoln Industrial Corporation

Alemite, LLC

[[2722350]]

SCHEDULE II TO SECOND LIEN TRADEMARK AGREEMENT

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS OF
LINCOLN INDUSTRIAL CORPORATION**

Country	Trademark	Application No.	Application Date	Registration No.	Registration Date
United States	AIR BRAKE	75/864,167	12/06/1999	2,440,537	04/03/2001
United States	AIRCARE	75/334,957	08/04/1997	2,197,824	10/20/1998
United States	BEARINGS AVER AND DESIGN	74/693,808	06/27/1995	1,999,458	09/10/1996
United States	CENTRO-MATIC	71/434,836	08/09/1940	0,384,177	01/07/1941
United States	CONCEPTS	72/137,258	02/05/1962	0,741,650	12/04/1962
United States	DUAL CONVERTER	74/439,484	09/23/1993	1,905,317	07/18/1995
United States	FLOWMASTER	78/944,009	08/03/2006		
United States	GUARDIAN	76/294,036	08/02/2001	2,701,860	04/01/2003
United States	KLEENSEAL	71/500,547	19/1946	0,530,764	1950
United States	KLEENSEAL (Stylized)	71/380,413	01/18/1935	0,335,215	05/26/1936
United States	LINCOLN & Horizontal Bar Design	73/820,505	08/21/1983	1,619,412	10/30/1990
United States	LUBRIGUN	71/226,905	02/05/1926	0,251,354	08/16/1927
United States	LUBRIGUN	71/527,144	07/05/1947	0,515,855	10/04/1949

DSMDB-2287538v01

Country	Trademark	Application No.	Application Date	Registration No.	Registration Date
United States	MITYVAC	78/206,432	01/23/2003	2,908,229	12/07/2004
United States	MODULAR LUBE & DESIGN	73/022,067	05/21/1974	1,036,592	03/30/1976
United States	MULTI-LUBER	71/628,767	04/26/1952	0,586,506	03/09/1954
United States	ORSCO, Inc. and Design	75/517,762	07/13/1998	2,290,064	11/02/1999
United States	PILEDRIVER	72/242,035	03/28/1966	0,829,060	05/23/1967
United States	POWER LUBER	75/659,749	03/12/1999	2,503,441	11/06/2001
United States	POWERLUBER	76/313,394	09/17/2001	2,832,543	04/13/2004
United States	POWER-MASTER and Design	72/052,507	05/28/1958	0,675,950	03/24/1959
United States	QUICKLINC	75/159,849	08/30/1996	2,364,821	07/04/2000
United States	QUICKLUB	73/339,482	01/04/1982	1,262,923	01/03/1954
United States	SILVERLINE	74/439,475	09/23/1993	1,842,696	07/05/1994
United States	SYSTEM SENTRY	74/096,263	09/12/1990	1,753,143	02/16/1993
United States	THE BRAND THE PROS	73/833,992	10/26/1989	1,624,482	11/27/1990
United States	VOLUME-MASTER	73/129,535	06/08/1977	1,100,027	08/22/1978

DSMDB-2287538v01

Country	Trademark	Application No.	Application Date	Registration No.	Registration Date
United States	ZERK-LOCK	75/159,845	08/30/1996	2,354,820	07/04/2000

DSMDB-2287538v01

TRADEMARK
REEL: 003615 FRAME: 0170

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS OF ALEMITE, LLC

Country	Trademark	Application No.	Application Date	Registration No.	Registration Date
United States	FITTING DESIGN	72/047,453	3/10/1958	692,282	2/2/1960
United States	A ALEMITE & DESIGN	74/188,312	7/25/1991	1,863,471	11/22/1994
United States	ALEMITE	74/231,067	12/16/1991	1,869,226	12/27/1994
United States	CHAPS	75/492,163	5/28/1998	2,358,409	6/13/2000
United States	RAM & DESIGN	75/928,534	2/28/2000	2,583,197	5/18/2002
United States	ZERK-MATE	76/334,212	11/5/2001	2,998,560	9/20/2005
United States	PUSH 'N LUBE	78/169,855	10/1/2002	2,765,952	9/16/2003
United States	ALEMITE	78/375,467	2/27/2004	2,963,329	6/21/2005
United States	ACCU-GUARD	78/699,222	8/24/2005	3,126,617	8/8/2006
United States	FLUIDGUARD	78/699,293	8/24/2005		
United States	ALEMITE	78/759,467	11/22/2005		
United States	ACCU-GUARD PC	79/655,542	2/23/2006		
United States	ACCU-GUARD COMPACT +	77/022,571	10/17/2006		

DSMDB-2287538v01