

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Basil Tree Holdings, LLC		04/20/2011	LIMITED LIABILITY COMPANY: DELAWARE
Plews, Inc.		04/20/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Medley Opportunity Fund II LP
Street Address:	600 Montgomery Street
Internal Address:	39th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	3173122	AMFLO
Registration Number:	0941821	AMFLO
Registration Number:	3031905	CAM-CURE
Registration Number:	1755311	CAM-CURE
Registration Number:	0923075	CAMEL
Registration Number:	0709358	CHEMBOND
Registration Number:	1725002	COMBO COUPLER
Registration Number:	2575368	EDELMANN
Registration Number:	0923036	EDELMANN
Registration Number:	2043968	HI FLO
Registration Number:	1419701	LMX
Registration Number:	3859120	LUBRIMAGIC

CH \$740.00 3173122

Registration Number:	1173844	LUBRIMATIC
Registration Number:	1275583	MARINE CORROSION CONTROL
Registration Number:	2949536	PLEWS LUBRIMATIC
Registration Number:	0985353	POWERCRAFT
Registration Number:	3803540	PRO TUFF
Registration Number:	1565442	PRO TUFF
Registration Number:	2331073	SYRACUSE
Registration Number:	1610369	TRU-FLATE
Registration Number:	2482018	TRU-FLATE
Registration Number:	0820599	ULTRA LUBE
Registration Number:	3859248	PERMA-STRIP PATCH
Registration Number:	3848372	RHINOHIDE
Registration Number:	1700556	LUBE TUBE
Registration Number:	0832210	CAMEL
Serial Number:	77817745	LUBRIMATIC GREEN
Serial Number:	85155688	SLIMLINE
Serial Number:	85267401	ULTRA LUBE

CORRESPONDENCE DATA

Fax Number: (949)553-8354
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: trademarks@allenmatkins.com
Correspondent Name: Philip C. Schroeder
Address Line 1: 1900 Main Street
Address Line 2: 5th Floor
Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	234487-00010
NAME OF SUBMITTER:	Philip C. Schroeder
Signature:	/Philip C. Schroeder/
Date:	04/22/2011

Total Attachments: 6
source=TRADEMARK SECURITY AGREEMENT#page1.tif
source=TRADEMARK SECURITY AGREEMENT#page2.tif
source=TRADEMARK SECURITY AGREEMENT#page3.tif
source=TRADEMARK SECURITY AGREEMENT#page4.tif
source=TRADEMARK SECURITY AGREEMENT#page5.tif
source=TRADEMARK SECURITY AGREEMENT#page6.tif

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF APRIL 20, 2011 AMONG MEDLEY OPPORTUNITY FUND II LP, UNION BANK, N.A. AND EACH OF THE OBLIGORS (AS DEFINED IN THE SUBORDINATION AGREEMENT) FROM TIME TO TIME PARTY THERETO, TO ALL SENIOR DEBT (AS DEFINED IN THE SUBORDINATION AGREEMENT); AND EACH PARTY TO THIS AGREEMENT SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made as of this 20th day of April, 2011, by BASIL TREE HOLDINGS, LLC, a Delaware limited liability company, and by **PLEWS, INC.**, a Delaware corporation (collectively, "**Grantors**" and each individually, a "**Grantor**"), in favor of MEDLEY OPPORTUNITY FUND II LP, a Delaware limited partnership ("**Grantee**");

W I T N E S S E T H

WHEREAS, Grantors and Grantee are parties to (i) a certain Loan and Security Agreement dated as of the date hereof (as the same now exists or hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "**Loan Agreement**"), and (ii) certain other loan documents, instruments and agreements, which provide for extensions of credit to be made to Grantors by Grantee; and

WHEREAS, pursuant to the terms the Loan Agreement and the other Loan Documents, to secure the payment of all amounts owing by Grantors under the Loan Agreement Grantors have granted to Grantee a security interest and lien upon all or substantially all personal property assets of Grantors, including, without limitation, a lien upon all right, title and interest of Grantors in, to and under all now owned and hereafter acquired: (i) trademarks, service marks, trade names, corporate names, company names, business names, fictitious names, trade dress, trade styles, logos and other designs or sources of business identifiers or other indicia of trade origin, whether the foregoing are registered or unregistered; (ii) trademark and service mark registrations and applications for trademark or service mark registrations (including, without limitation, each registration and application set forth on **Schedule A** annexed hereto); (iii) extensions and renewals of or with respect to any of the foregoing; (iv) right to sue or otherwise recover for any and all past, present and future infringements, misappropriations and other violations thereof; (v) income, royalties, damages, settlements and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages, settlements and payments for past or future infringements thereof); and (vi) rights of Grantors corresponding thereto throughout the world and all other rights of Grantors of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, any or all of the foregoing throughout the world, but excluding any United States intent-to-use trademark application prior to the filing of a Statement of Use or an amendment to

allege use in connection therewith to the extent that a valid lien and security interest may not be taken in such an intent-to-use application under applicable law (collectively, “**Grantors’ Trademarks**”), and all rights under any written or oral agreement now owned or hereafter acquired by each Grantor granting any right to use any Trademark (collectively, “**Trademark Licenses**” and, together with the Grantors’ Trademarks, and all products and proceeds thereof, the “**Trademarks**”).

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

1. **Incorporation of Loan Agreements.** Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement. In the event of any conflict between any provision of this Agreement and any provision of the Loan Agreement or the Term Loan Agreement, the provisions of the Loan Agreement or the Term Loan Agreement, as applicable, shall control and govern.

2. **Grant and Reaffirmation of Grant of Security Interests.** To secure the payment and performance of the Obligations, Grantors hereby grant to Grantee, and hereby reaffirm their prior grant pursuant to the Loan Agreement of a Lien upon all right, title and interest of Grantor in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on **Schedule A** annexed hereto, together with any reissues, renewals, continuations or extensions thereof, and all of the goodwill associated with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantors against third parties for past, present or future (a) infringement of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

4. **Termination.** This Agreement shall terminate concurrently with the termination of the Loan Agreement and payment in full of the Obligations.

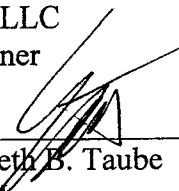
5. **Counterparts.** This Agreement and any amendments hereto may be executed in any number of counterparts, each of which shall be an original, and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile transmission or e-mail (in .pdf or similar format) shall be as effective as delivery of a manually executed counterpart hereof, shall be treated as an original signature for all purposes of this Agreement and shall be fully effective to bind such party to the terms of this Agreement.

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

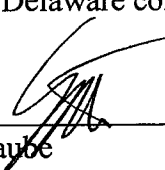
BASIL TREE HOLDINGS, LLC,
a Delaware limited liability company

By: MEDLEY OPPORTUNITY FUND II LP
Its: Manager

By: MOF II GP LLC
Its: General Partner

By: 
Name: Seth B. Taube
Title: Manager

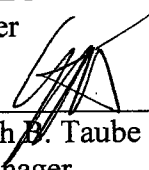
PLEWS, INC., a Delaware corporation

By: 
Name: Seth B. Taube
Title: Vice President and Assistant Secretary

ACCEPTED AND AGREED
as of the date first above written:

MEDLEY OPPORTUNITY FUND II LP

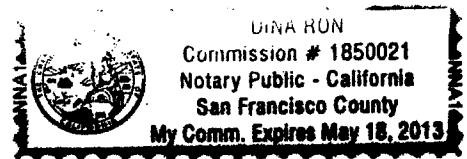
By: MOF II GP LLC
Its: General Partner

By: 
Name: Seth B. Taube
Title: Manager

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

The foregoing instrument was acknowledged before me this 15 day of April, 2011, by Seth B. Taube, the Manager of MOF II GP LLC, the General Partner of Medley Opportunity Fund II LP, the Manager of BASIL TREE HOLDINGS, LLC, a Delaware limited liability company, on behalf of the company.

Dina Ron
Notary Public



STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

The foregoing instrument was acknowledged before me this 15 day of April, 2011, by Seth B. Taube, the Vice President and Assistant Secretary of PLEWS, INC., a Delaware corporation, on behalf of the corporation.

Dina Ron
Notary Public



STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

The foregoing instrument was acknowledged before me this 15 day of April, 2011, by Seth B. Taube, the Manager of MOF II GP LLC, the General Partner of MEDLEY OPPORTUNITY FUND II LP on behalf of the company.

Dina Ron
Notary Public



SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

Trademark	Registration Number	Registration Date
AMFLO	3,173,122	11/21/2006
AMFLO	0941,821	8/29/1972
CAM CURE	3,031,905	12/20/2005
CAM CURE	1,755,311	3/02/1993
CAMEL	0923075	11/02/1971
CHEM BOND	0709,358	1/03/1961
COMBO COUPLER	1,725,002	10/20/1992
EDELMANN	2,575,368	6/04/2002
EDELMANN	0923,036	11/02/1971
HI FLO	2,043,968	3/11/1997
LMX	1,419,701	12/9/1986
LUBRI MAGIC & Design	3,859,120	10/12/2010
LUBRIMATIC (Stylized)	1,173,844	10/20/1981
MARINE CORROSION CONTROL	1,275,583	4/24/1984
PLEWS LUBRIMATIC & Design	2,949,536	5/10/2005
POWERCRAFT	0985,353	6/04/1974
PRO TUFF	3,803,540	6/15/2010
PRO TUFF	1,565,442	11/14/1989
SYRACUSE	2,331,073	3/21/2000

TRU-FLATE	1,610,369	8/21/1990
TRU-FLATE	2,482,018	8/08/2001
ULTRA LUBE	820,599	12/20/1966
PERMA-STRIP PATCH	3,859,248	10/12/2010
RHINOHIDE	3,848,372	9/14/2010
LUBE TUBE	1,700,556	7/14/1992
CAMEL	0832210	2/15/1967

U.S. Trademark Applications

Trademark	Application Number	Application Date
LUBRI MATIC GREEN & Design	77/817,745	9/01/2009
SLIMLINE	85155688	10/19/2010
ULTRA LUBE	85267401	3/15/2011