

TO:KRISTIN BROZOVIC C/O KATTEN MUCHIN COMPANY:525 W MONROE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.104/21/2011
900189993

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:	Union Bank, N.A		
Street Address:	445 S. Figueroa Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: <i>United States</i>		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	3173122	AMFLO	
Registration Number:	941821	AMFLO	
Registration Number:	3031905	CAM-CURE	
Registration Number:	1755311	CAM-CURE	
Registration Number:	923075	CAMEL	
Registration Number:	0709358	CHEMBOND	
Registration Number:	1725002	COMBO COUPLER	
Registration Number:	2575368	EDELMANN	
Registration Number:	923036	EDELMANN	
Registration Number:	2043968	HI FLO	
Registration Number:	1419701	LMX	
Registration Number:	3859120	LUBRIMAGIC	
Registration Number:	1173844	LUBRIMATIC	

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TO:KRISTIN BROZOVIC C/O KATTEN MUCHIN COMPANY:525 W MONROE

Registration Number:	1275583	MARINE CORROSION CONTROL
Registration Number:	2949536	PLEWS LUBRIMATIC
Registration Number:	985353	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:	820599	ULTRA LUBE
Registration Number:	3859248	PERMA-STRIP PATCH
Registration Number:	3848372	RHINOHIDE
Registration Number:	1700556	LUBE TUBE
Registration Number:	832210	CAMEL
Serial Number:	77817745	LUBRIMATIC GREEN
Serial Number:	85155688	SLIMLINE
Serial Number:	85267401	ULTRA LUBE

CORRESPONDENCE DATA

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-577-8265
 Email: kristin.brozovic@kattenlaw.com
 Correspondent Name: Kristin Brozovic c/o Katten Muchin
 Address Line 1: 525 W Monroe
 Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	343995-00001
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NAME OF SUBMITTER:	Kristin Brozovic
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Signature:	/Kristin Brozovic/
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Date:	04/21/2011
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Total Attachments: 8

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TO:KRISTIN BROZOVIC C/O KATTEN MUCHIN COMPANY:525 W MONROE

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 **UNION BANK, N.A.** ("Grantee");

WITNESSETH

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"), (ii) a certain Loan Agreement dated as of the date hereof (the "Term Loan Agreement") and (iii) certain other credit facility 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:

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TO: KRISTIN BROZOVIC C/O KATTEN MUCHIN COMPANY: 525 W MONROE

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 the Term 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.

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TO:KRISTIN BROZOVIC C/O KATTEN MUCHIN COMPANY:525 W MONROE

IN WITNESS WHEREOF, Grantors have 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. Faube**
Title: **Manager**

PLEWS, INC., a Delaware corporation

By: _____
Name: **Seth B. Taub**
Title: **Vice President and Assistant Secretary**

ACCEPTED AND AGREED
as of the date first above written:

UNION BANK, N.A.

By: _____
Name: **Michele Scafani**
Title: **Vice President**

Trademark Security Agreement
060971a

TRADEMARK

TO:KRISTIN BROZOVIC C/O KATTEN MUCHIN COMPANY:525 W MONROE

STATE OF California)
COUNTY OF San Francisco

The foregoing instrument was acknowledged before me this 15 day of April, 2011, by Seth B. Taube, as a 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 _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of April, 2011, by Michele Scafani, a Vice President of Union Bank, N.A. on behalf of the national association.

Notary Public

Trademark Security Agreement
00007780

TO:KRISTIN BROZOVIC C/O KATTEN MUCHIN COMPANY:525 W MONROE

IN WITNESS WHEREOF, Grantors have 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:

UNION BANK, N.A.

By:  _____
Name: Michele Scafani
Title: Vice President

Trademark Security Agreement
00809180

TO:KRISTIN BROZOVIC C/O KATTEN MUCHIN COMPANY:525 W MONROE

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of April, 2011, by Seth B. Taube, as a 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.

Notary Public

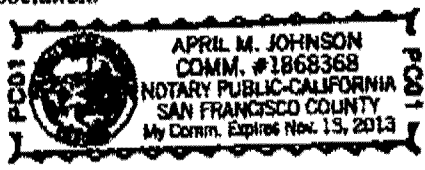
STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this __ 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.

Notary Public

STATE OF California)
COUNTY OF San Francisco)

The foregoing instrument was acknowledged before me this 8 day of April, 2011, by Michele Scafani, a Vice President of Union Bank, N.A. on behalf of the national association.



[Signature]
Notary Public

Framework Security Agreement
04/26/2011

FO:KRISTIN BROZOVIC C/O KATTEN MUCHIN COMPANY:525 W MONROE

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT**U.S. Trademark Registrations**

Trademark	Registration Number	Registration Date
AMFLO	3,173,122	11/21/2006
AMFLO	0,941,821	8/29/1972
CAM CURE	3,031,905	12/20/2005
CAM CURE	1,755,311	3/02/1993
CAMEL	0,923,075	11/02/1971
CHEM BOND	0,709,358	1/03/1961
COMBO COUPLER	1,725,002	10/20/1992
EDELMANN	2,575,368	6/04/2002
EDELMANN	0,923,036	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	0,985,353	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

Trademark Security Agreement
00869780

TO:KRISTIN BROZOVIC C/O KATTEN MUCHIN COMPANY:525 W MONROE

Trademark	Registration Number	Registration Date
TRU-FLATE	2,482,018	8/28/2001
ULTRA LUBE	0,820,599	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	0,832,210	7/18/1967

U.S. Trademark Applications

Trademark	Application Number	Application Date
LUBRI MATIC GREEN & Design	77/817,745	9/01/2009
SLIMLINE	85/155,688	10/19/2010
ULTRA LUBE	85/267,401	3/15/2011