

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411355

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lubricating Specialties Company		12/30/2016	Corporation: CALIFORNIA
LSC Funding Corp.		12/30/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ICON Agent, LLC, as Agent
Street Address:	3 Park Avenue, 36th Floor
Internal Address:	c/o ICON Investments, Attn: Harry Giovani
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	0314956	VISTONE
Registration Number:	0314040	VISTONE
Registration Number:	1953086	VISTONE
Registration Number:	1864502	ALASKA
Serial Number:	86832360	BIGFOOT
Registration Number:	1966894	CRYSTAL
Registration Number:	2276604	FEDERAL
Registration Number:	4506239	GUARDSMAN
Registration Number:	4516344	GUARDSMAN
Registration Number:	1457952	POLO
Registration Number:	2142702	RED-I
Registration Number:	3893820	ROUND TRIP
Registration Number:	1867414	MAIN STREET

CORRESPONDENCE DATA

Fax Number: 2122234134

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 895-4261
Email: edocket@crowell.com,majitsingh@crowell.com
Correspondent Name: Jennifer Rodriguez
Address Line 1: 590 Madison Avenue, 20th Floor
Address Line 2: Crowell & Moring LLP
Address Line 4: New York, NEW YORK 10022-2524

ATTORNEY DOCKET NUMBER:	112560.0000003
NAME OF SUBMITTER:	Jennifer Rodriguez
SIGNATURE:	/Jennifer Rodriguez/
DATE SIGNED:	01/06/2017

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2016, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of ICON Agent, LLC ("ICON"), as Agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan, Guarantee and Security Agreement, dated as of December 30, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Borrower, the other Credit Parties party thereto, the Lenders from time to time party thereto and ICON, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to the Loan Agreement, to guarantee the Obligations (as defined in the Loan Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Loan Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks owned by such Grantor and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

For the avoidance of doubt, the grant of the security interest in the Trademark Collateral is not an outright assignment of the Trademark Collateral to the Agent.

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Any signed signature page delivered by facsimile or electronic transmission shall be as effective as delivery of an original, signed signature page.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

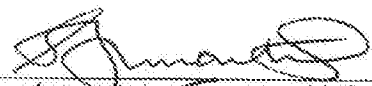
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

Lubricating Specialties Company,
as Grantor

By: 
Name: SYDNEY THWAITES
Title: PRESIDENT + CEO

LSC Funding Corp.,
as Grantor

By: 
Name: SYDNEY THWAITES
Title: President and CEO

{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT}

ACCEPTED AND AGREED
as of the date first above written:

ICON AGENT, LLC
as Agent

By: IEMC, LLC, its Manager

By: 
Name: Harry Giovanni
Title: Managing Director
Chief Credit Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005960 FRAME: 0686

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

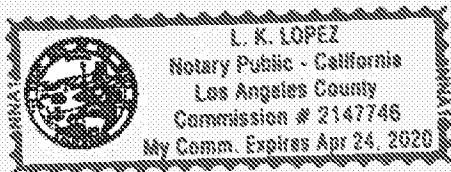
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 12/30/16 before me, L.K. Lopez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Sydney Thwaites
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Acknowledgment of Property Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

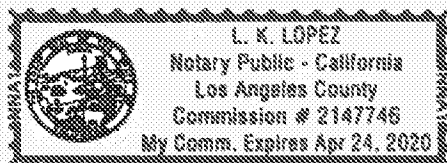
ACKNOWLEDGMENT OF GRANTOR

STATE OF California)
COUNTY OF Los Angeles) ss.

On this 30th day of December, 2016 before me personally appeared Sydney Thwaites, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of LSC Funding Corp., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005960 FRAME: 0689

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

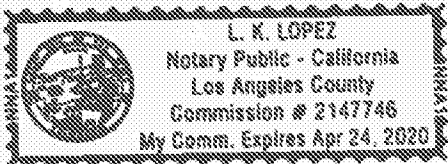
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 12/30/16 before me, L.K. Lopez, Notary Public
Date Here insert Name and Title of the Officer
personally appeared Sydney Thwaites
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:
Number of Pages: Signer(s) Other Than Named Above:


Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:
[] Corporate Officer -- Title(s): [] Corporate Officer -- Title(s):
[] Partner -- [] Limited [] General [] Partner -- [] Limited [] General
[] Individual [] Attorney in Fact [] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator [] Trustee [] Guardian or Conservator
[] Other: [] Other:
Signer Is Representing: Signer Is Representing:

Schedule I
to
Trademark Security Agreement

Trademark Registrations and Applications

A. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Owner	Mark	Serial No./ Reg. No.	Filing Date/ Reg. Date	Status
United States of America	Lubricating Specialties Company	VISTONE	0314956	07/17/1934	Registered
United States of America	Lubricating Specialties Company	VISTONE	0314040	06/19/1934	Registered
United States of America	Lubricating Specialties Company	VISTONE	1953086	01/30/1996	Registered
United States of America	Lubricating Specialties Company	ALASKA	1864502	11/29/1994	Registered
United States of America	Lubricating Specialties Company	BIGFOOT	86832360	11/25/2015	Pending
United States of America	Lubricating Specialties Company	CRYSTAL	1966894	04/09/1996	Registered
United States of America	Lubricating Specialties Company	FEDERAL	2276604	09/07/1999	Registered
United States of America	Lubricating Specialties Company	GUARDSMAN	4506239	04/01/2014	Registered
United States of America	Lubricating Specialties Company		4516344	04/15/2014	Registered
United States of America	Lubricating Specialties Company	POLO	1457952	09/22/1987	Registered

United States of America	Lubricating Specialties Company	RED-I	2142702	03/10/1998	Registered
United States of America	Lubricating Specialties Company	ROUND TRIP	3893820	12/21/2010	Registered
United States of America	Lubricating Specialties Company	MAIN STREET	1867414	12/13/1994	Registered

[SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT]