

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419047

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lubricating Specialties Company		03/09/2017	Corporation: CALIFORNIA
LSC Funding Corp.		03/09/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	Two North Lake Avenue		
Internal Address:	Suite 440		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	0314956	VISTONE	
Registration Number:	0314040	VISTONE	
Registration Number:	1953086	VISTONE	
Serial Number:	86832360	BIGFOOT	
Registration Number:	4516344	GUARDSMAN	
CORRESPONDENCE DATA			
Fax Number:	7043738822		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(704) 373-4640		
Email:	bsmith@mcguirewoods.com		
Correspondent Name:	Betty G. Smith, Senior Paralegal		
Address Line 1:	McGuireWoods LLP, 201 N. Tryon Street		
Address Line 2:	Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2050285-0008		
NAME OF SUBMITTER:	Betty G. Smith		

OP \$140.00 0314956

SIGNATURE:	/Betty G. Smith/
DATE SIGNED:	03/09/2017
Total Attachments: 8 source=Second Amendment to Trademark and Trade Name Security Agreement - Lubricating Specialties Company#page1.tif source=Second Amendment to Trademark and Trade Name Security Agreement - Lubricating Specialties Company#page2.tif source=Second Amendment to Trademark and Trade Name Security Agreement - Lubricating Specialties Company#page3.tif source=Second Amendment to Trademark and Trade Name Security Agreement - Lubricating Specialties Company#page4.tif source=Second Amendment to Trademark and Trade Name Security Agreement - Lubricating Specialties Company#page5.tif source=Second Amendment to Trademark and Trade Name Security Agreement - Lubricating Specialties Company#page6.tif source=Second Amendment to Trademark and Trade Name Security Agreement - Lubricating Specialties Company#page7.tif source=Second Amendment to Trademark and Trade Name Security Agreement - Lubricating Specialties Company#page8.tif	

SECOND AMENDMENT TO TRADEMARK AND TRADE NAME SECURITY AGREEMENT

THIS SECOND AMENDMENT TO TRADEMARK AND TRADE NAME SECURITY AGREEMENT, dated as of March 9, 2017 (the "Amendment"), is delivered pursuant to that certain Trademark and Trade Name Security Agreement dated as of March 31, 2003 (as amended, restated, supplemented, or otherwise modified from time to time, the "Trademark Agreement") and is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of PNC Bank, National Association ("PNC"), as 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), recorded on April 9, 2003 as Reel/Frame 2711/0948 with the U.S. Patent and Trademark Office.

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Revolving Credit, Term Loan and Security Agreement, dated as of December 11, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Borrower, the Lenders from time to time party thereto and Agent, 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, Grantors have provided Agent with notice that Grantors have obtained additional Trademarks;

NOW, THEREFORE, the parties hereto agree for valuable consideration to amend the Trademark Agreement as follows:

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

Section 2. Exhibit A. Exhibit A of the Trademark Agreement is hereby as of the date hereof amended by adding the additional Trademarks set forth on Exhibit A attached hereto; provided that no such amendment shall release or be deemed to release any security interest in any present or future trademark granted to Agent as collateral pursuant to the Loan Agreement. To induce Lender to enter into this Amendment, each Grantor represents and warrants to Lender as of the date hereof that, except as expressly set forth herein, nothing contained in this Amendment shall (A) amend, modify or alter any term or condition of the Trademark Agreement or any Other Document; or (B) except as specifically set forth herein, diminish, prejudice or waive any Lender's rights and remedies under the Trademark Agreement, any Other Document or Applicable Law, and Lender hereby reserves all of such rights and remedies.

Section 3. Loan Agreement. The security interest granted pursuant to this Amendment 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 and any Other Document, 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 trademark licenses subject to a security interest hereunder.

Section 5. Counterparts. This Amendment 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.

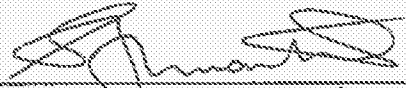
Section 6. Governing Law. This Amendment and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Amendment 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

ACKNOWLEDGMENT

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

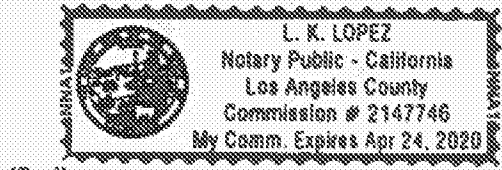
On 3/9/17 before me, L.K. Lopez, Notary Public
(insert name and title of the officer)

personally appeared SYDNEY THAWATES
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]



(Seal)

LSC Funding Corp.,
as Grantor

By: 

Name: SYDNEY THWAITES

Title: PRESIDENT & CEO

ACKNOWLEDGMENT

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

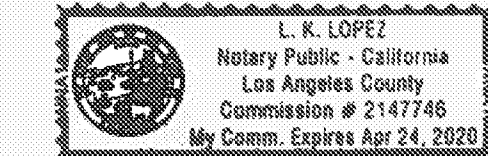
On 3/9/17 before me, L.K. Lopez, Notary Public
(insert name and title of the officer)

personally appeared SYDNEY THWAITES
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 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]



(Seal)

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION
as Agent

By: Michael P. McNeirney
Name: Michael P. McNeirney
Title: Senior Vice President

85896305

TRADEMARK
REEL: 006006 FRAME: 0794

Exhibit A
to
Trademark Security Agreement

Trademark Registrations

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	BIGFOOT	86832360	11/25/2015	Pending
United States of America	Lubricating Specialties Company		4516344	04/15/2014	Registered