

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT												
NATURE OF CONVEYANCE:	Corrective Assignment to correct the mark number 820598 and replace with correct mark number 820599. previously recorded on Reel 004558 Frame 0515. Assignor(s) hereby confirms the Trademark Security Agreement among Basil Tree Holdings, LLC, Plews, Inc. and Union Bank, NA.												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Basil Tree Holdings, LLC</td> <td></td> <td>04/20/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Plews, Inc.</td> <td></td> <td>04/20/2011</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Basil Tree Holdings, LLC		04/20/2011	LIMITED LIABILITY COMPANY: DELAWARE	Plews, Inc.		04/20/2011	CORPORATION: DELAWARE	
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, NA												
Street Address:	445 S. Figueroa Street												
City:	Los Angeles												
State/Country:	CALIFORNIA												
Postal Code:	90071												
Entity Type:	National Association: UNITED STATES												
PROPERTY NUMBERS Total: 1													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>0820599</td> <td>ULTRA LUBE</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	0820599	ULTRA LUBE							
Property Type	Number	Word Mark											
Registration Number:	0820599	ULTRA LUBE											
CORRESPONDENCE DATA													
Fax Number:	(312)577-4565												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	312-577-8265												
Email:	kristin.brozovic@kattenlaw.com												
Correspondent Name:	Kristin Brozovic c/o Katten Muchin												
Address Line 1:	525 W Monroe Street												
Address Line 4:	Chicago, ILLINOIS 60661												
ATTORNEY DOCKET NUMBER:	343995-1												
NAME OF SUBMITTER:	Kristin Brozovic												

CH \$40.00 0820599

Signature:	/Kristin Brozovic/
Date:	08/24/2011
Total Attachments: 16 source=RECORDED- Union Bank Trademark Security Agreement#page1.tif source=RECORDED- Union Bank Trademark Security Agreement#page2.tif source=RECORDED- Union Bank Trademark Security Agreement#page3.tif source=RECORDED- Union Bank Trademark Security Agreement#page4.tif source=RECORDED- Union Bank Trademark Security Agreement#page5.tif source=RECORDED- Union Bank Trademark Security Agreement#page6.tif source=RECORDED- Union Bank Trademark Security Agreement#page7.tif source=RECORDED- Union Bank Trademark Security Agreement#page8.tif source=RECORDED- Union Bank Trademark Security Agreement#page9.tif source=RECORDED- Union Bank Trademark Security Agreement#page10.tif source=RECORDED- Union Bank Trademark Security Agreement#page11.tif source=RECORDED- Union Bank Trademark Security Agreement#page12.tif source=RECORDED- Union Bank Trademark Security Agreement#page13.tif source=RECORDED- Union Bank Trademark Security Agreement#page14.tif source=RECORDED- Union Bank Trademark Security Agreement#page15.tif source=RECORDED- Union Bank Trademark Security Agreement#page16.tif	



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JUNE 13, 2011

PTAS
KRISTIN BROZOVIC C/O KATTEN MUCHIN
525 W MONROE
CHICAGO, ILLINOIS 60661



700464799

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 06/09/2011

REEL/FRAME: 004558/0515
NUMBER OF PAGES: 10

BRIEF: SECURITY INTEREST
DOCKET NUMBER: 343995-00001

ASSIGNOR:
BASIL TREE HOLDINGS, LLC

DOC DATE: 04/20/2011
CITIZENSHIP: DELAWARE
ENTITY: LIMITED LIABILITY
COMPANY

ASSIGNOR:
PLEWS, INC.

DOC DATE: 04/20/2011
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

ASSIGNEE:
UNION BANK, N A
445 S. FIGUEROA STREET
LOS ANGELES, CALIFORNIA 90071

CITIZENSHIP: UNITED STATES
ENTITY: NATIONAL BANKING
ASSOCIATION

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SERIAL NUMBER: 77817745
REGISTRATION NUMBER:

FILING DATE: 09/01/2009
ISSUE DATE:

MARK: LUBRIMATIC GREEN
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

SERIAL NUMBER: 85155688
REGISTRATION NUMBER:

FILING DATE: 10/19/2010
ISSUE DATE:

MARK: SLIMLINE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

SERIAL NUMBER: 85267401
REGISTRATION NUMBER:

FILING DATE: 03/15/2011
ISSUE DATE:

MARK: ULTRA LUBE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

SERIAL NUMBER: 78498101
REGISTRATION NUMBER: 3173122

FILING DATE: 10/12/2004
ISSUE DATE: 11/21/2006

MARK: AMFLO
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

SERIAL NUMBER: 72352437
REGISTRATION NUMBER: 941821

FILING DATE: 02/26/1970
ISSUE DATE: 08/29/1972

MARK: AMFLO
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

SERIAL NUMBER: 78498109
REGISTRATION NUMBER: 3031905

FILING DATE: 10/12/2004
ISSUE DATE: 12/20/2005

MARK: CAM-CURE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

SERIAL NUMBER: 74293719
REGISTRATION NUMBER: 1755311

FILING DATE: 07/13/1992
ISSUE DATE: 03/02/1993

MARK: CAM-CURE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

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SERIAL NUMBER: 72315161
REGISTRATION NUMBER: 923075

FILING DATE: 12/24/1968
ISSUE DATE: 11/02/1971

MARK: CAMEL
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

SERIAL NUMBER: 72097187
REGISTRATION NUMBER: 709358

FILING DATE: 05/16/1960
ISSUE DATE: 01/03/1961

MARK: CHEMBOND
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

SERIAL NUMBER: 74224955
REGISTRATION NUMBER: 1725002

FILING DATE: 11/25/1991
ISSUE DATE: 10/20/1992

MARK: COMBO COUPLER
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

SERIAL NUMBER: 76087316
REGISTRATION NUMBER: 2575368

FILING DATE: 07/12/2000
ISSUE DATE: 06/04/2002

MARK: EDELMANN
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

SERIAL NUMBER: 72314480
REGISTRATION NUMBER: 923036

FILING DATE: 12/16/1968
ISSUE DATE: 11/02/1971

MARK: EDELMANN
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

SERIAL NUMBER: 74395567
REGISTRATION NUMBER: 2043968

FILING DATE: 05/27/1993
ISSUE DATE: 03/11/1997

MARK: HI FLO
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

SERIAL NUMBER: 73599069
REGISTRATION NUMBER: 1419701

FILING DATE: 05/16/1986
ISSUE DATE: 12/09/1986

MARK: LMX
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

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SERIAL NUMBER: 77817747
REGISTRATION NUMBER: 3859120

FILING DATE: 09/01/2009
ISSUE DATE: 10/12/2010

MARK: LUBRIMAGIC
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

SERIAL NUMBER: 73257638
REGISTRATION NUMBER: 1173844

FILING DATE: 04/11/1980
ISSUE DATE: 10/20/1981

MARK: LUBRIMATIC
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

SERIAL NUMBER: 73381928
REGISTRATION NUMBER: 1275583

FILING DATE: 08/26/1982
ISSUE DATE: 04/24/1984

MARK: MARINE CORROSION CONTROL
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

SERIAL NUMBER: 78113112
REGISTRATION NUMBER: 2949536

FILING DATE: 03/07/2002
ISSUE DATE: 05/10/2005

MARK: PLEWS LUBRIMATIC
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

SERIAL NUMBER: 72437339
REGISTRATION NUMBER: 985353

FILING DATE: 10/02/1972
ISSUE DATE: 06/04/1974

MARK: POWERCRAFT
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

SERIAL NUMBER: 77138003
REGISTRATION NUMBER: 3803540

FILING DATE: 03/22/2007
ISSUE DATE: 06/15/2010

MARK: PRO TUFF
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

SERIAL NUMBER: 73750147
REGISTRATION NUMBER: 1565442

FILING DATE: 08/26/1988
ISSUE DATE: 11/14/1989

MARK: PRO TUFF
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

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SERIAL NUMBER: 75507949
REGISTRATION NUMBER: 2331073

FILING DATE: 06/24/1998
ISSUE DATE: 03/21/2000

MARK: SYRACUSE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

SERIAL NUMBER: 73744096
REGISTRATION NUMBER: 1610369

FILING DATE: 08/04/1988
ISSUE DATE: 08/21/1990

MARK: TRU-FLATE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

SERIAL NUMBER: 76045118
REGISTRATION NUMBER: 2482018

FILING DATE: 05/10/2000
ISSUE DATE: 08/28/2001

MARK: TRU-FLATE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

SERIAL NUMBER: 72233697
REGISTRATION NUMBER: 820598

FILING DATE: 12/01/1965
ISSUE DATE: 12/20/1966

MARK: CU DM ZN NI AG AU PB SN AL
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

SERIAL NUMBER: 77834423
REGISTRATION NUMBER: 3859248

FILING DATE: 09/24/2009
ISSUE DATE: 10/12/2010

MARK: PERMA-STRIP PATCH
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

SERIAL NUMBER: 77596941
REGISTRATION NUMBER: 3848372

FILING DATE: 10/21/2008
ISSUE DATE: 09/14/2010

MARK: RHINOHIDE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

SERIAL NUMBER: 74145579
REGISTRATION NUMBER: 1700556

FILING DATE: 03/07/1991
ISSUE DATE: 07/14/1992

MARK: LUBE TUBE
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

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SERIAL NUMBER: 72264714
REGISTRATION NUMBER: 832210

FILING DATE: 02/15/1967
ISSUE DATE: 07/18/1967

MARK: CAMEL
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

TONYA LEE, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

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

TRADEMARK ASSIGNMENT

06/09/2011
042102064799
900189993

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
Plaws, 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:	923038	EDELMANN	
Registration Number:	2043968	HI FLO	
Registration Number:	1419701	LMX	
Registration Number:	3859120	LUBRIMAGIC	
Registration Number:	1173844	LUBRIMATIC	

CH \$740.00 3173122

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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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"):

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"), (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:

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.

[remainder of this page intentionally left blank]

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:

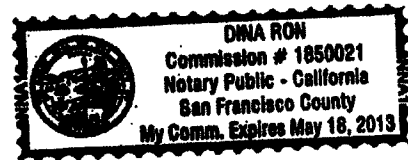
UNION BANK, N.A.

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

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.

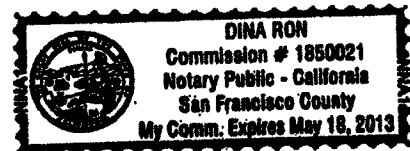
Dina Ron
Notary Public



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

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**

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

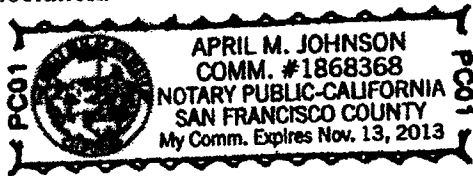
STATE OF _____)
)
COUNTY OF _____)

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 *10* day of April, 2011, by Michele Scafani, a Vice President of Union Bank, N.A. on behalf of the national association.



[Signature]

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	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	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