

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327387

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Amendment to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Basil Tree Holdings, LLC		12/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
Plews, Inc.		12/19/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MUFG Union Bank, N.A., (f/k/a Union Bank, N.A.)		
<b>Street Address:</b>	445 South Figueroa Street, 13th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4210181	AMFLO	
<b>Registration Number:</b>	4262382	AT-HAND	
<b>Registration Number:</b>	4318487	CLEAR TUBE, RIGHT LUBE	
<b>Registration Number:</b>	4633300	COPPERHEAD	
<b>Registration Number:</b>	4410840	GETS IN, STAYS ON	
<b>Registration Number:</b>	4192010	HANDY-MAN	
<b>Registration Number:</b>	4251658	PISTOL LUBER	
<b>Registration Number:</b>	4166050	TWIST PUMP	
<b>Registration Number:</b>	4291423	ULTIMATE	
<b>Registration Number:</b>	4298709	ULTRA LUBE	
<b>Registration Number:</b>	4424508	ULTRA LUBE	
<b>Registration Number:</b>	4251541	ULTRAVIEW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>			
<b>Phone:</b>	312.577.8034		
<b>Email:</b>	oscar.ruiz@kattenlaw.com		
<b>TRADEMARK</b>			

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**Correspondent Name:** Oscar Ruiz c/o Katten Muchin Rosenman  
**Address Line 1:** 525 West Monroe Street  
**Address Line 4:** Chicago, ILLINOIS 60661

**ATTORNEY DOCKET NUMBER:** 343995-1

**NAME OF SUBMITTER:** Oscar Ruiz

**SIGNATURE:** /Oscar Ruiz/

**DATE SIGNED:** 12/29/2014

**Total Attachments: 5**

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## FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement dated as of December 19, 2014 (this "Amendment"), is made by and among MUFG Union Bank, N.A. ("Grantee") and Basil Tree Holdings, LLC and Plews, Inc. (collectively, the "Grantors").

### RECITALS

WHEREAS, Grantors and Grantee are parties to that certain Trademark Security Agreement dated as of April 20, 2011 and recorded on June 9, 2011 in Reel 4558, Frame 0515, (as the same may be amended, restated or modified from time to time, the "Trademark Agreement");

WHEREAS, the parties hereto desire to execute this Amendment for the purpose of amending the Trademark Agreement to reflect additional Trademarks of Grantors in which Grantee has been granted a lien.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Agreement.
2. Amendment of Trademark Agreement. The Trademark Agreement is hereby amended such that the Trademarks in which Grantee has been granted a lien to secure the Obligations shall include the Trademarks listed and described on Attachment I hereto. Except as amended hereby, the Trademark Agreement remains unchanged and in full force and effect.
3. Severability. Whenever possible, each provision of this Amendment will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Amendment is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Amendment. In addition, in the event any provision of or obligation under this Amendment is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.
4. Section Titles. Section and Subsection titles in this Amendment are included for convenience of reference only, do not constitute a part of this Amendment for any other purpose, and have no substantive effect.
5. Successors and Assigns. This Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.


6. APPLICABLE LAW. THIS AMENDMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

7. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Agreement.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

MUFG UNION BANK, N.A.

By:   
Name: STEVEN A. NATSATS  
Title: VICE PRESIDENT

BASIL TREE HOLDINGS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PLEWS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

MUFG UNION BANK, N.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BASIL TREE HOLDINGS, LLC

By: [Signature]  
Name: Bayan Bolbas  
Title: Managing Director

PLEWS, INC.

By: [Signature]  
Name: Bayan Bolbas  
Title: Chairman of the Board

