## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM313527

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Security Agreement	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Gabriel Performance Products, LLC		08/07/2014	LIMITED LIABILITY COMPANY: OHIO

## **RECEIVING PARTY DATA**

Name:	Madison Capital Funding LLC, as agent		
Street Address:	30 South WackerDr.		
Internal Address:	Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES - Delaware		

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2769807	GABEPRO
Registration Number:	1125109	CAPCURE
Registration Number:	0531542	FLUOROLUBE

## CORRESPONDENCE DATA

Fax Number:

8004947512

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.

Phone:

202-370-4750

Email:

ipteam@nationalcorp.com

Correspondent Name:

Dwayne C. Houston

Address Line 1:

1025 Vermont Ave NW, Suite 1130

Address Line 2:

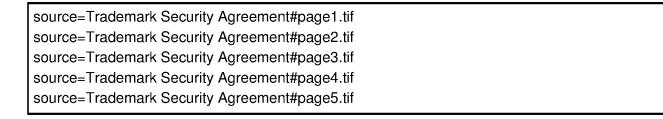
National Corporate Research, Ltd.

Address Line 4:

Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	B059772
NAME OF SUBMITTER:	Jaime L. Gatenio
SIGNATURE:	/Jaime L. Gatenio/
DATE SIGNED:	08/11/2014
Total Attachments: 5	

TRADEMARK REEL: 005340 FRAME: 0745 P \$90,00 2769807



TRADEMARK REEL: 005340 FRAME: 0746

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of August 7, 2014, is made by Gabriel Performance Products, LLC, an Ohio limited liability company ("<u>Grantor</u>"), in favor of Madison Capital Funding LLC, as agent (in such capacity, "<u>Agent</u>") for all Lenders party to the Credit Agreement referred to below.

WHEREAS, Grantor owns the trademarks and trademark applications listed on <u>Schedule 1</u> annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of August 7, 2014 (as amended, restated, supplemented or modified from time to time, the "<u>Credit Agreement</u>") among Grantor, as Borrower, the financial institutions from time to time party thereto (together with their respective successors and assigns, the "<u>Lenders</u>") and Agent;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of August 7, 2014 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto, and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "<u>Trademark Collateral</u>"), whether presently existing or hereafter arising or acquired:

- (a) any and all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto owned by Grantor, including, without limitation, each trademark registration and application listed on Schedule 1 hereto (but excluding any "intent-to-use" trademark applications filed under Section 1(b) of the Lanham Act, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act with respect thereto);
  - (b) all extensions and renewals of any of the foregoing;

TRADEMARK
REEL: 005340 FRAME: 0747

- (c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and
- (d) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by Grantor, including, without limitation, any trademark listed on <u>Schedule 1</u> hereto, or injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

[signature page follows]

CHI-1937598v2

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

GABRIEL PERFORMANCE PRODUCTS, LLC, as Grantor

Name:/Christopher-F: Childres

Title: Manager

# ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC, as Agent

Title: Director

[Signature Page to Trademark Security Agreement]

# SCHEDULE 1 to Trademark Security Agreement

# TRADEMARK REGISTRATIONS

Country	Mark	Serial No. / (Reg. No.)	Registration Date / (Filing Date)	Owner or Assignee / Applicant
U.S.	GABEPRO	76287591 / (2769807)	9/30/2003 / (7/20/2001)	Gabriel Performance Products, LLC
U.S.	CAPCURE	73187834 / (1125109)	9/18/1979 / (10/2/1978)	Gabriel Performance Products, LLC
U.S.	FLUOROLUBE	71583652 / (0531542)	10/3/1950 / (8/18/1949)	Gabriel Performance Products, LLC

# TRADEMARK APPLICATIONS

**NONE** 

CHI-1937598v2

**RECORDED: 08/11/2014** 

TRADEMARK REEL: 005340 FRAME: 0751