

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heller Financial, Inc.		02/18/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Spectrum Lubricants Corp.		
Street Address:	500 Industrial Park Drive		
City:	Selmer		
State/Country:	TENNESSEE		
Postal Code:	38375		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1779990	SAVE A CHAIN	
CORRESPONDENCE DATA			
Fax Number:	(423)785-8480		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4237858295		
Email:	pliner@millermartin.com		
Correspondent Name:	Patricia P. Liner		
Address Line 1:	832 Georgia Avenue		
Address Line 2:	Suite 1000 Volunteer Building		
Address Line 4:	Chattanooga, TENNESSEE 37402-2289		
ATTORNEY DOCKET NUMBER:	16546-0037		
NAME OF SUBMITTER:	Patricia P. Liner		
Signature:	/Patricia P. Liner/		
Date:	02/18/2010		

CH \$40.00 1779990

Total Attachments: 9

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**RELEASE
OF
SECURITY INTEREST**

WHEREAS, Spectrum Lubricants Corp., a Delaware corporation having an address at 500 Industrial Park Dr., Selmer, Tennessee 38375 ("Spectrum"), was indebted to Heller Financial, Inc. ("Heller"); and

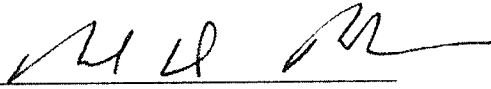
WHEREAS Spectrum did grant to Heller a security interest in all of its right, title and interest in, to and under the trademark set forth on Schedule 1 attached hereto and incorporated herein by reference (the "Mark"); and

WHEREAS, all indebtedness of Spectrum to Heller was fully satisfied, and pursuant to the payoff letter executed by Heller and attached hereto as Exhibit A (the "Payoff Letter"), Heller acknowledged and agreed that all security interests and other liens granted to or held by Heller in any assets of Spectrum, including, without limitation, in the Mark, shall be satisfied, released and discharged upon such full satisfaction.

NOW, THEREFORE, pursuant to and in accordance with, the Payoff Letter, Spectrum, on behalf of Heller, does hereby file this Release to evidence Heller's full release and relinquish of all of its right, title and interest in, to and under the Mark, and agreement that the filing of the security interest with the United States Patent and Trademark office may be removed of record as it relates to the Mark by the filing of this Release with the United States Patent and Trademark Office, and wherever else such filing may be necessary.

This Release shall be binding upon and inure to the benefit of Heller and Spectrum, and their respective successors and assigns.

SPECTRUM LUBRICANTS CORP.

By: 
Mike D. Brookshire, Secretary

STATE OF TENNESSEE:

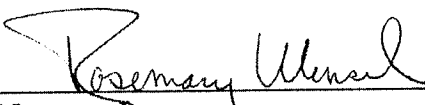
COUNTY OF HAMILTON:

Before me, a Notary Public of the state and county aforesaid, personally appeared Mike D. Brookshire, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Secretary of Spectrum Lubricants Corp., the within-named bargainer, a corporation, and that he as such Secretary, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Secretary.

WITNESS my hand and seal, at office in Hamilton County, Tennessee, this 18th day of February, 2010.

(SEAL)




NOTARY PUBLIC

My commission expires: 08/03/2011

SCHEDULE 1

TRADEMARKS

US Trademark	Application No.	Filing Date	Trademark No.	Registration Date
SAVE A CHAIN	74/327,583	11/2/1992	1,779,990	7/6/1993

EXHIBIT A
PAYOFF LETTER

June 22, 2004

SPECTRUM LUBRICANTS CORP.
SPECTRUM DISTRIBUTION SERVICES, INC.
SLC HOLDING CORPORATION
500 Industrial Park Drive
Selmer, TN 38375
Attn: Billy Brown
Fax: (731) 645-4810

Wells Fargo Bank, National Association, as New Agent
MAC N9305-051
Sixth and Marquette
Minneapolis, MN 55479
Attn: Joseph G. Colianni
Fax: (612) 667-7266

Re: **Payoff Letter** - Heller Financial, Inc./Spectrum Lubricants
Corp. (f/k/a Range I Acquisition Corporation), et al.

Ladies and Gentlemen:

Reference is made to (i) the Credit Agreement, dated as of May 11, 2000 (as amended, the "Credit Agreement"), among Spectrum Lubricants Corp. (f/k/a Range I Acquisition Corporation), a Delaware corporation ("Spectrum Lubricants"), Spectrum Distribution Services, Inc. (f/k/a Range II Acquisition Corporation), a Delaware corporation ("Spectrum Distribution"), and SLC Holding Corporation, a Delaware corporation (together, the "Borrowers") and HELLER FINANCIAL, INC., as agent (in such capacity "Agent") for the lenders which are parties thereto ("Lenders"), and (ii) the other Loan Documents (as defined in the Credit Agreement) and all guaranties, security agreements, mortgages, subordination agreements, intercreditor agreements, pledge agreements, blocked account agreements, notes and other documents and instruments relating thereto (together with the Credit Agreement, collectively, the "Credit Documents"). Agent understands that on the Payoff Effective Time (as hereinafter defined), the Borrowers expect to obtain refinancing (the "Refinancing") from Wells Fargo Bank, National Association, as agent for itself and other lenders ("New Agent"), and such lenders, for the purpose of, among other things, repaying in full all obligations and liabilities of the Borrowers to Agent and Lenders under or in respect of the Credit Agreement. All undefined capitalized terms used herein shall have the meanings set forth in the Credit Agreement.

{00072055; 6; 2343-16}

TRADEMARK
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Upon Agent's receipt on or after the date hereof (but no later than June 25, 2004), of (i) a federal funds wire transfer to the account noted below in the following amount (the "Payoff Amount"):

Principal as of the date hereof	\$ 10,361,840.11
Interest and Fees through 1 p.m. ET 6/22/04	37,574.68
Attorneys Fees	<u>6,000.00</u>
Total	<u>\$ 10,405,414.79</u>
Per Diem for each day after 1 p.m. ET 6/22/04	\$1,763.64

(to be received prior to 1:00 p.m. (Eastern time) on the given payoff date), which amount represents the Obligations outstanding under the Credit Documents and (ii) a fully executed counterpart of this letter agreement ("Agreement") signed by the Borrowers (the time at which all of the conditions in the foregoing clauses (i) and (ii) shall first be satisfied is herein referred to as the "Payoff Effective Time"), Agent hereby agrees to release from escrow with the title company for the Borrowers (the "Title Company") any instruments delivered to the Title Company in escrow (such as deed of trust releases), and to overnight to the New Agent's counsel, for delivery on the business day following the business day on which the Payoff Effective Time occurs, the original stock certificates of Spectrum Lubricants and Spectrum Distribution and any other instruments being held by Agent or Agent's counsel pending the Payoff Effective Time, and to deliver to the New Agent's counsel and/or deliver to the Borrowers, as the case may be, any other releases of liens, discharges, terminations and other satisfaction and release documentation executed or approved by Agent releasing Agent's and/or Lenders' liens and security interests in all of the assets and property of the Borrowers and any other Loan Parties securing obligations under the Credit Documents (the "Property"). It is agreed and understood in connection with the calculation of the Payoff Amount and the Per Diem amount that the Borrowers will not and shall not borrow any Revolving Loans or request any Lenders Guarantees on or after the date hereof.

Upon the Payoff Effective Time, the Agent, for the Lenders, hereby agrees and acknowledges that (i) all outstanding indebtedness (including, without limitation, for principal, interest and fees) and other obligations of the Borrowers and any other Loan Parties under or relating to the Credit Documents shall be paid and satisfied in full and discharged, terminated and released, (ii) all security interests and other liens granted to or held by Agent and/or Lenders in any Property as security for such indebtedness shall be satisfied, released and discharged, and (iii) the Credit Documents shall terminate and be of no further force or effect other than those provisions therein that specifically survive termination. Further, Agent authorizes the

filing of all UCC-3 termination statements, and agrees to take all reasonable additional steps and deliver all reasonable additional documents requested by New Agent or any Borrower, as may be necessary to release and evidence satisfaction of its security interests in the Property. The Borrowers agree to pay Agent for all reasonable out-of-pocket costs and expenses incurred by Agent in connection with the matters referred to in the previous sentence, and acknowledge that Agent's execution of and/or delivery of any documents releasing any security interest or claim in any property of the Borrowers as set forth herein is made without recourse, representation, warranty or other assurance of any kind by Agent and/or any Lender as to Agent's and/or such Lender's rights in any collateral security for amounts owing under the Credit Documents, the condition or value of any Collateral, or any other matter (except as to Agent's and/or such Lender's continued ownership of the Obligations and right and authority to make the agreements set forth herein and in such documents). The Borrowers hereby confirm that the commitments of Lenders to make Loans or incur any other Obligations under the Credit Documents are terminated as of the Payoff Effective Time, and, as of the Payoff Effective Time, Lenders shall not have any further obligation to make Loans to the Borrowers or to renew, extend or amend any existing Obligations. Notwithstanding anything to the contrary contained herein or in any of such satisfactions, releases or other documents, the obligations and liabilities of the Borrowers and any other Loan Parties to the Agent and/or Lenders under or in respect of the Credit Documents, to the extent the Credit Documents expressly provide such obligations and liabilities shall survive termination of the Credit Documents, shall continue in full force and effect in accordance with their terms.

The Payoff Amount referred to above, should be sent by federal funds wire transfer to Bank One, N.A., 1 Bank One Plaza, Chicago, Illinois 60670, Account No. 55-00540, ABA No.0710-0001-3, Reference: Heller Financial, Inc. for the benefit of Spectrum Lubricants Corp., no later than 1:00 p.m. (Eastern time) on the payoff date.

In addition, the Borrowers and any other Loan Parties agree that, upon the Payoff Effective Time, the Borrowers and such Loan Parties release the Agent, Lenders and their respective affiliates and subsidiaries and their respective officers, directors, employees, shareholders, agents and representatives as well as their respective successors and assigns from any and all claims, obligations, rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which the Borrowers and such Loan Parties ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Credit Documents. Nothing contained in this letter shall be interpreted or construed to be a release or satisfaction of (i) the rights and benefits of Heller Financial, Inc., in its individual capacity ("Heller"), as shareholder in respect of the shares of SLC Holding Corporation's Class C Common Stock and Class D Common Stock held by Heller as shareholder or (ii) any rights or obligations of any party under the Stockholders

Agreement, dated as of May 11, 2000, by and among SLC Holding Corporation, Heller and certain other parties, as same may be amended from time to time.

This Agreement shall be governed by the internal laws of the State of Illinois. No party may assign its rights, duties or obligations under this Agreement without the prior written consent of the other parties. This Agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this Agreement.

If you need additional information, please do not hesitate to contact us.

Very truly yours,

HELLER FINANCIAL, INC., as Agent

By Charles Brickley
Its Charles Brickley
Duly Authorized Signatory

ACCEPTED and AGREED:

SPECTRUM LUBRICANTS CORP.

By Bill A. Brown
Its President

SPECTRUM DISTRIBUTION SERVICES, INC.

By Bill A. Brown
Its President

SLC HOLDING CORPORATION

By Bill A. Brown
Its President

{00072055; 6; 2343-16}