

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Collateral

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		01/26/2011	national association: DELAWARE

RECEIVING PARTY DATA

Name:	Airtex Products, LP
Street Address:	407 West Main Street
City:	Fairfield
State/Country:	ILLINOIS
Postal Code:	62837
Entity Type:	LIMITED PARTNERSHIP: ILLINOIS

Name:	ASC Industries, Inc.
Street Address:	2100 International Parkway
City:	North Canton
State/Country:	OHIO
Postal Code:	44720
Entity Type:	CORPORATION: OHIO

Name:	Champion Laboratories, Inc.
Street Address:	200 South Fourth Street
City:	Albion
State/Country:	ILLINOIS
Postal Code:	62806
Entity Type:	CORPORATION: DELAWARE

Name:	Wells Manufacturing, L.P.
Street Address:	26 South Brooke Street
City:	Fond du Lac
State/Country:	WISCONSIN

900183244

TRADEMARK
 REEL: 004468 FRAME: 0232

CH \$965.00 1121382

Postal Code:	54935
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	1121382	AIRTEX
Registration Number:	1197688	LC
Registration Number:	1219040	MASTER M
Registration Number:	1351583	MASTER M FUEL PUMP
Registration Number:	1333153	M MASTER
Registration Number:	1410397	
Registration Number:	1966706	AIRTEX ULTRAFLO
Registration Number:	2527366	AIRTEX
Registration Number:	963571	CHAMP
Registration Number:	1130816	CHAMP
Registration Number:	808484	CHAMP
Registration Number:	1083190	DIESELPK
Registration Number:	1050522	
Registration Number:	1144053	FLEETPAK
Registration Number:	2264534	IMPERIAL
Registration Number:	970184	KLEENER
Registration Number:	729180	LEE
Registration Number:	897773	LUBER-FINER
Registration Number:	1163433	LUBER-FINER
Registration Number:	951645	LUBERCOOL
Registration Number:	1029673	MAXIFILTER
Registration Number:	2257935	PETRO CLEAR
Registration Number:	668356	SALEM
Registration Number:	1076810	WARNER
Registration Number:	3112400	ECORE
Registration Number:	3152650	LUBER FINER THE DRIVING FORCE IN HEAVY DUTY FILTRATION
Registration Number:	3259024	PETRODYME
Registration Number:	3226590	ROUGHNECK
Registration Number:	3441220	TOTALTEC

Registration Number:	3058056	ZGARD
Registration Number:	2215711	WELLS
Registration Number:	1818945	SURE YOU CAN
Registration Number:	3346113	E W S
Registration Number:	3684860	ASC
Registration Number:	3684859	ASC
Serial Number:	77776793	ACE
Serial Number:	76691690	MXM
Serial Number:	74721266	CABIN AIRE

CORRESPONDENCE DATA

Fax Number: (212)909-6836
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Dagmar Tricot, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	23091-1075
NAME OF SUBMITTER:	Dagmar Tricot
Signature:	/Dagmar Tricot/
Date:	02/04/2011

Total Attachments: 7
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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

WHEREAS, Airtex Products, LP, ASC Industries, Inc., Champion Laboratories, Inc. and Wells Manufacturing, L.P. (each a "Grantor" and together the "Grantors") have entered into a Guarantee and Collateral Agreement dated as of September 23, 2010 (the "Guarantee and Collateral Agreement") with Bank of America, N.A. as Administrative Agent (the "Agent") for the parties referenced in the Guarantee and Collateral Agreement (the "Lenders");

WHEREAS, under the Guarantee and Collateral Agreement the Grantors granted to the Agent, for the ratable benefit of the Lenders, a continuing security interest in and continuing lien upon, the trademarks recorded in the U.S. Patent and Trademark Office set forth on **Schedule A** hereto as evidenced by that certain Intellectual Property Security Agreement between the Grantors and Agent, on behalf of the Lenders, dated as of September 23, 2010 and recorded with the U.S. Patent and Trademark Office (the "Grant");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors have fulfilled all obligations and commitments and requested that the Agent, on behalf of the Lenders, agree to release and assign any and all interest the Agent and Lenders (the Agent and the Lenders, collectively, the "Secured Parties") may have in the Trademarks and the other Collateral (each as defined in the Grant) (the "Trademark Collateral");

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent, on behalf of the Secured Parties, agrees as follows:

1. The Secured Parties hereby release and assign to Grantor their entire right, title and interest (including, without limitation, security interests) in all Trademarks, including those set forth in **Schedule A** hereto, and all other Trademark Collateral, and declares as null and void all liens, security interests, and other claims, including any claim of ownership, of the Secured Parties with respect to the Trademarks and the other Trademark Collateral arising from the Guarantee and Collateral Agreement, or otherwise.
2. The Secured Parties hereby authorize and request that the Commissioner of Trademarks of the United States record the foregoing Secured Parties' release with the U.S. Patent and Trademark Office.
3. This Release of Security Interest in Trademark Collateral has been executed and delivered by Agent for the purpose of releasing, removing, or otherwise eliminating the security interest of the Secured Parties in the Trademarks and the other Trademark Collateral that has, in the form of the Grant, been filed with the U.S. Patent and Trademark Office.
4. The Agent agrees that, at any time and from time to time, it will promptly execute and deliver such other termination statements, releases or other agreements and instruments in form and substance reasonably satisfactory to the other parties hereto to further evidence and effect the

release of the security interests and liens granted to the undersigned pursuant to the Guarantee and Collateral Agreement and the Grant.

5. This Release of Security Interest in Trademark Collateral may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Release of Security Interest in Trademark Collateral by facsimile transmission or other customary means of electronic transmission (including "pdf") shall be effective as delivery of a manually signed counterpart of this Release of Security Interest in Trademark Collateral.
6. This Release of Security Interest in Trademark Collateral shall be governed by and construed in accordance with the laws of the State of New York, as applied to contracts executed and to be performed in that State without regard to its conflict of laws provisions.

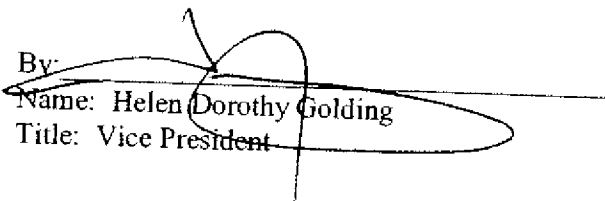
[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors and the Agent have caused this RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL to be duly executed by their respective officers thereunto duly authorized as of the 26 day of JANUARY, 2011.

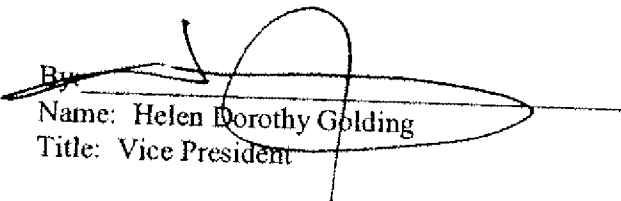
Bank of America, N.A.,
as Agent

By: Liliana Claar
Name:
Title: Liliana Claar
Vice President

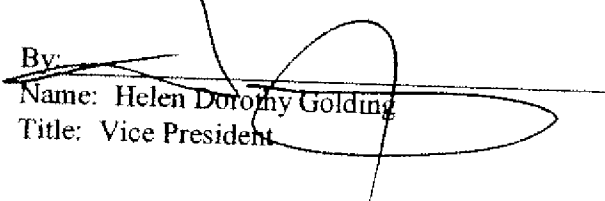
AIRTEX PRODUCTS, LP,
as Grantor

By: 
Name: Helen Dorothy Golding
Title: Vice President

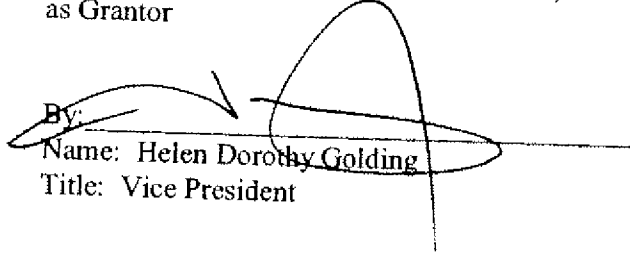
WELLS MANUFACTURING, L.P., as Grantor

By: 
Name: Helen Dorothy Golding
Title: Vice President

ASC INDUSTRIES, INC., as Grantor

By: 
Name: Helen Dorothy Golding
Title: Vice President

CHAMPION LABORATORIES, INC.,
as Grantor

By: 
Name: Helen Dorothy Golding
Title: Vice President

[RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL]

TRADEMARK
REEL: 004468 FRAME: 0238

Trademarks (and applications)

A. Airtex Products, LP

<u>TM Number</u>	<u>TM Name and Class</u>	<u>Expiration Date</u>
1,121,382	Airtex (word only) - Cl. 12	07-03-09
1,197,688	LC Design only Cl. 6, 7, 12, 17	06-15-12
1,219,040	Master M Plus Design - Cl. 12	12-07-12
1,351,583	Master M & Design Triple Color Bars - Cl. 12	07-30-05
1,333,153	Master M - Small word Master over large M - Cl. 12	04-30-05
1,410,397	Misc Design Tri-Color-Cl. 12	09-23-06
1,966,706	Airtex Ultraflow - Cl. 7	04-09-06
2,527,366	Airtex Tri-Lingual Label W/O Auto	01-08-12

B. Champion Laboratories, Inc.

<u>TM Number</u>	<u>TM Name and Class</u>	<u>Filing Date</u>
	Cabin Aire	8/28/95
963,571	Champ-7	5/17/72
1,130,816	Champ-12	8/9/78
808,484	Champ stylized-11	3/22/65
1,083,190	Dieselpak-7	5/17/66
1,050,522	Discuss Thrower Design-7 Euroloc	1/29/76

<u>TM Number</u>	<u>TM Name and Class</u>	<u>Filing Date</u>
1,144,053	Fleetpak-11	6/22/78
2,264,534	Imperial-7	3/16/98
970,184	Kleener-7	5/17/72
729,180	Lee on Oil Filters	5/1/61
897,773	Luber-Finer-7	10/11/68
1,163,433	Luber-Finer & Design-7, 12	5/31/79
951,645	Lubercool-1	11/8/71
1,029,673	Maxifilter-11	8/30/73
2,257,935	Petro Clear Design-7	9/15/97
668,356	Salem-11	3/5/58
1,076,810	Warner-7	10/15/74
3,112,400	ECORE	3/18/04
77/776793	ACE and design	7/8/09
3,152,650	LUBER-FINER AND THE DRIVING FORCE IN HEAVY DUTY FILTRATION	9/1/05
76/691690	MXM and design	7/30/08
3,259,024	PETRODYME	1/29/03
3,226,590	ROUGHNECK	4/10/07
3,441,220	TOTALTEC	6/8/06
3,058,056	ZGARD	2/7/06

C. Wells Manufacturing, L.P.

<u>Registration Number</u>	<u>Word Mark</u>	<u>Date</u>
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2,215,711	Wells	January 5, 1999
1,818,945	Sure You Can	November 18, 1999
3,346,113	EWS logo	November 27, 2007
3,346,212	EWS	November 27, 2007

D. ACS Industries, Inc.

TM Number	TM Name and Class	Expiration Date
3,684,860	ACS - 7	9/22/2019
3,684,859	ACS - 7	9/22/2020

Trademark Licenses

- 1) Trademark License Agreement between Royal Purple, Inc. and Champion Laboratories, Inc. dated August 27, 2008.
- 2) Amended and Restated Trademark Licensing Agreement between Armor AII/STP Products Company, the Clorox International Company and Champion Laboratories, Inc dated July 1, 2009.
- 3) Settlement Agreement between Champion Laboratories, Inc. and Federal-Mogul Corporation dated June 15, 2010.