#### 900223825 05/22/2012

#### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CAPITAL ONE LEVERAGE FINANCE CORP		05/08/2012	CORPORATION: NEW YORK

#### **RECEIVING PARTY DATA**

Name:	BRENNER TANK LLC
Street Address:	450 Arlington Avenue
City:	Fond du Lac
State/Country:	WISCONSIN
Postal Code:	54935
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN

Name:	Brenner Tank Services LLC		
Street Address:	450 Arlington Avenue		
City:	Fond du Lac		
State/Country:	WISCONSIN		
Postal Code:	54935		
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN		

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3478227	SHAKERTANK
Registration Number:	2584454	BRENNER

#### CORRESPONDENCE DATA

**Fax Number**: 2126561342

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 212-318-6000

Email: david.adams@thomsonreuters.com

TRADEMARK REEL: 004785 FRAME: 0500 OP \$65,00 3478227

Address Line 1: 7 Address Line 2: F	Amarilys K Barbosa 75 East 55th Street Paul Hastings LLP New York, NEW YORK 10022	
NAME OF SUBMITTER:		Amarilys K Barbosa
Signature: /david ad		/david adams TR/
Date:		05/22/2012
Total Attachments: 7 source=Brenner Tank LLC Trademark - Capital One#page1.tif source=Brenner Tank LLC Trademark - Capital One#page2.tif source=Brenner Tank LLC Trademark - Capital One#page3.tif source=Brenner Tank LLC Trademark - Capital One#page4.tif source=Brenner Tank LLC Trademark - Capital One#page5.tif source=Brenner Tank LLC Trademark - Capital One#page6.tif source=Brenner Tank LLC Trademark - Capital One#page7.tif		

TRADEMARK REEL: 004785 FRAME: 0501

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS, dated as of May 8, 2012 ("Release"), is made by CAPITAL ONE LEVERAGE FINANCE CORP. (successor-in-interest to NORTH FORK BUSINESS CAPITAL CORPORATION, a New York corporation), in its capacity as Agent for Lenders ("Agent") in favor of BRENNER TANK LLC, a Wisconsin limited liability company ("Brenner Tank") and BRENNER TANK SERVICES LLC, a Wisconsin limited liability company ("Brenner Services" and together with Brenner Tank each a "Grantor" and collectively "Grantors").

WHEREAS, pursuant to that certain Second Amended and Restated Loan and Security Agreement dated as of December 19, 2007 by and among the Borrowers named therein (the "Borrowers"); the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans for the benefit of Borrowers and guaranteed by Grantors;

WHEREAS, pursuant to the Loan Agreement, Grantors were required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, the Intellectual Property Security Agreement dated as of June 19, 2007 (as amended from time to time, the "IP Security Agreement");

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on June 19, 2007 at Reel 019451 Frame 0110 and Reel 3564 Frame 0109.

- **NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent (for itself and on behalf of the Lenders) and Grantors (the "parties") agree as follows:
- **SECTION 1.** <u>Defined Terms</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement or IP Security Agreement.
- **SECTION 2.** <u>Termination and Release</u>. Agent, for itself and on behalf of Lenders, hereby:
- (a) terminates the IP Security Agreement, Loan Agreement, and any other agreement under which each Grantor has granted a collateral pledge, grant, assignment, lien, or security interest in, to, and under the Patent Collateral listed on <u>Schedule A</u> (the "<u>Patent Collateral</u>") and the Trademark Collateral listed on <u>Schedule B</u> (the "<u>Trademark Collateral</u>," and together with the Patent Collateral, collectively, the "<u>IP Collateral</u>");

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- (b) releases the lien on and security interest in and to the right, title, and interest in, to, and under the IP Collateral; and
  - (c) authorizes the recordation of this Release with the USPTO.

[signature page follows]

IN WITNESS WHEREOF, Agent has caused this Termination and Release of Security Interest in Trademarks and Patents to be duly executed as of the date first set forth above.

Secured Party:

CAPITAL ONE LEVERAGE FINANCE CORP., (successor-in-interest to North Fork Business Capital Corporation), as Agent

Name: John Wattinger Title Vice President

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## Schedule A: Patent Collateral

## Brenner Tank LLC Brenner Tank Services LLC

## U.S. Patents Subject to Security Interest Granted by Brenner Tank LLC and Brenner Tank Services LLC

In Favor of North Fork Business Capital Corporation Recorded June 19, 2007 at Reel 019451 Frame 0110

## **Patent Description**

Title	Patent No Application No.	Issue Date  Filing Date
Dual stop value assembly for use in cargo tank vehicles	11215314	08/30/2005
Dual Stop Value Assembly for Use in Cargo Tank Vehicles	11675943	02/16/2007
VISCOUS PRODUCT TRANSPORTATION TRAILER	7645114	01/12/2010

## **Schedule B: Trademark Collateral**

## Brenner Tank LLC Brenner Tank Services LLC

## U.S. Trademarks Subject to Security Interest Granted by Brenner Tank LLC and Brenner Tank Services LLC

In Favor of North Fork Business Capital Corporation Recorded June 19, 2007 at Reel 3564 Frame 0109

## **Trademark Description**

Mark	Registration No.	Issue Date
SHAKERTANK	3478227	07/29/2008
BRENNER	2584454	06/25/2002

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TRADEMARK REEL: 004785 FRAME: 0506

**RECORDED: 05/22/2012**