900223826 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
LBS CREDIT PARTNERS, L.P.		05/08/2012	LIMITED PARTNERSHIP:

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: 1

Property Type	Number	Word Mark
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

Correspondent Name: Amarilys K Barbosa
Address Line 1: 75 East 55th Street

TRADEMARK REEL: 004785 FRAME: 0549 OP \$40.00 2584454

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Address Line 2: Paul Hastings Address Line 4: New York, NE	LLP W YORK 10022	
NAME OF SUBMITTER:	Amarilys K Barbosa	
Signature:	/david adams TR/	
Date:	05/22/2012	
Total Attachments: 7 source=Brenner Tank LLC Trademark - LBC #page1.tif source=Brenner Tank LLC Trademark - LBC #page2.tif source=Brenner Tank LLC Trademark - LBC #page3.tif source=Brenner Tank LLC Trademark - LBC #page4.tif source=Brenner Tank LLC Trademark - LBC #page5.tif source=Brenner Tank LLC Trademark - LBC #page6.tif source=Brenner Tank LLC Trademark - LBC #page7.tif		

TRADEMARK
REEL: 004785 FRAME: 0550

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 LBC CREDIT PARTNERS, L.P., 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 Second Lien 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 Second Lien Intellectual Property Security Agreement dated as of June 19, 2007 (as amended from time to time, the "P Security Agreement");

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on June 21, 2007 at Reel 019464 Frame 0562 and Reel 3565 Frame 0227.

- 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 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 the 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, the 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 Schedule A (the "Patent Collateral") and the Trademark Collateral listed on Schedule B (the "Trademark Collateral," and together with the Patent Collateral, collectively, the "IP Collateral");

6030.003

- (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:

LBC CREDIT PARTNERS, L.P., as Agent

By:

Name:

lavid E. Fralmow

Title: Vice President

TRADEMARK REEL: 004785 FRAME: 0553

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 LBC Credit Partners, L.P.
Recorded June 21, 2007 at Reel 019464 Frame 0562

Patent Description

	Fatern (Vo	Lissue 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

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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 LBC Credit Partners, L.P. Recorded June 21, 2007 at Reel 3565 Frame 0227

Trademark Description

		MS of the Children
BRENNER	2584454	06/25/2002

TRADEMARK REEL: 004785 FRAME: 0555

RECORDED: 05/22/2012