

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM322597

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BMO HARRIS BANK N.A.		11/07/2014	a national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	PETROLIANCE LLC
Street Address:	1009 Schieffelin Road
City:	Apex
State/Country:	NORTH CAROLINA
Postal Code:	27501
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	THE LUBRICANT STORE, LLC
Street Address:	739 North State Street
City:	Elgin
State/Country:	ILLINOIS
Postal Code:	60123
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2750693	MEDALLION PLUS
Registration Number:	2851082	MEDALLION PLUS
Registration Number:	3422262	PETROLIANCE
Registration Number:	3565465	PETROLIANCE

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 2129693000

Email: trademark@proskauer.com

Correspondent Name: Jenifer deWolf Paine

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

TRADEMARK

ATTORNEY DOCKET NUMBER:	70097-014 -RELEASE
NAME OF SUBMITTER:	Jenifer deWolf Paine
SIGNATURE:	/Jenifer deWolf Paine/
DATE SIGNED:	11/07/2014
Total Attachments: 4 source=BMO-Petroliance-Release of Trademarks V2#page1.tif source=BMO-Petroliance-Release of Trademarks V2#page2.tif source=BMO-Petroliance-Release of Trademarks V2#page3.tif source=BMO-Petroliance-Release of Trademarks V2#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks is made as of November 7, 2014 (this "Release") by BMO HARRIS BANK N.A., in its capacity as agent ("BMO"), in favor of PETROLIANCE LLC, a Delaware limited liability company, having its chief executive office at 1009 Schieffelin Road, Apex, North Carolina 27501, and THE LUBRICANT STORE, LLC, a Delaware limited liability company, having its chief executive office at 739 North State Street, Elgin, Illinois 60123 (collectively, "Grantor"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement (as defined below).

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto ("Listed Trademarks"), which trademarks are registered in the United States Patent and Trademark Office (the "Office");

WHEREAS, pursuant to that certain Trademark and License Security Agreement, dated as of September 2, 2011 (the "Agreement"), Grantor pledged and granted to BMO, as agent, a first priority security interest in, having priority over all other security interests (except for Permitted Liens), with power of sale to the extent permitted by applicable law, all of Grantor's now owned or existing and filed and hereafter acquired or arising and filed (collectively, "Trademark Collateral"): (i) trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A thereto (such registered trademarks, trademark registrations, registered service marks and service mark applications being referred to collectively as the "Registered Marks") and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing Registered Marks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph, being sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); (ii) the goodwill of Grantor's business connected with and symbolized by the Trademarks; and (iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, whether Grantor is a licensor or licensee under any such license agreement, including but not limited to, the license agreements listed on Schedule B thereto, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Agent's or Lenders' rights under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses").

WHEREAS, the Trademark Security Agreement was previously filed for the record in the Office on September 6, 2011 on Reel No. 004617, Frame No. 0396;

WHEREAS, BMO has, at the Grantor's request, agreed to release its security interest in all of the Grantor's right, title and interest in, to and under the Trademark Collateral, including the Listed Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BMO hereby terminates, releases and discharges fully its security interest in all of the Grantor's right, title and interest in, to and under the Trademark Collateral, including the Listed Trademarks.

BMO hereby authorizes the Grantor, or the Grantor's authorized representative, to record this Release with the Office. BMO hereby undertakes and agrees to do such things and to execute such further lawful documents, assurances, applications and other instruments as may be required to give effective legal, registered and unencumbered title to the Grantor in and to the Trademark Collateral, including but not limited to the Listed Trademarks and the registrations thereof all without further considerations.

This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Illinois, without regard to conflicts of laws of principles thereof.

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BMO HARRIS BANK N.A.

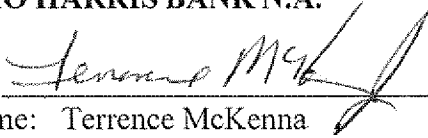
By: 
Name: Terrence McKenna
Title: Vice President

EXHIBIT A

TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
Medallion Plus and Design	PetroLiance LLC		2750693	8/12/03
Medallion Plus	PetroLiance LLC		2851082	6/8/04
PetroLiance and Design	PetroLiance LLC		3422262	5/6/08
PetroLiance and Design	PetroLiance LLC		3565465	1/20/09