

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352254

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo, National Association		08/19/2015	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	LUBRICORP, LLC		
Street Address:	2648 Byington Solway Road		
City:	Knoxville		
State/Country:	TENNESSEE		
Postal Code:	37931		
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3675691	LUBRICORP	
Registration Number:	3675690	LUBRICORP	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>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.</i>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	039269-0416		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	08/21/2015		
Total Attachments: 3			
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OP \$65.00 3675691

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of August 19, 2015, is made by Wells Fargo, National Association, in its capacity as administrative agent ("Wells Fargo") for the holders of the Secured Obligations, in favor of LubriCorp LLC, a Tennessee limited (the "Company").

WHEREAS, the Company, Rogers Petroleum, Inc., Southeastern Lubricants, Inc. (collectively, "Borrowers") and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement"), dated as of November 17, 2010, setting forth the terms on which Wells Fargo could then or thereafter extend credit to or for the account of Borrowers;

WHEREAS, as a condition to extending credit to or for the account of Borrowers, the Company was required by Wells Fargo to execute and deliver that certain Patent and Trademark Security Agreement (as amended, supplemented or restated from time to time, the "Trademark Security Agreement"), dated as of November 17, 2010, pursuant to which the Company irrevocably pledged and assigned to, and granted Wells Fargo a security interest with power of sale to the extent permitted by law, in all of the Company's right, title and interest in and to: (i) the trademarks, service marks, collective membership marks, registrations and application for registration for each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Schedule A attached hereto (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was (i) executed by the Company and delivered to Wells Fargo and (ii) recorded at the United States Patent and Trademark Office on November 19, 2010 at Reel/Frame 4419/0181; and

WHEREAS, the Wells Fargo has agreed to terminate and release its security interest in all of its right, title and interest in and to the Trademark Collateral, and to reconvey any and all rights in the Trademark Collateral to the Company.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Wells Fargo hereby relinquishes, terminates, cancels, discharges and releases all of its security interest with power of sale in all of the Company's right, title and interest in and to the Trademark Collateral, and re-assigns and re-transfer to the Company, any and all right, title and interest it may have in the Trademark Collateral.

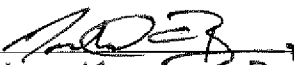
Wells Fargo hereby authorizes and requests that this Release be recorded at the United States Patent and Trademark Office, or any other applicable location. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Trademark Security Agreement. Wells Fargo shall take all further actions, and provide to the Company and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Company, and at the Company's cost and expense, to more fully and effectively effectuate the purposes of this Release.

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IN WITNESS WHEREOF, Wells Fargo has caused this Release to be duly executed and delivered by its officer duly authorized as of the date first above written.


WELLS FARGO:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By:  _____
Name: MICHAEL C. BASH
Title: Its Duly Authorized Signatory

Schedule A

U.S. Trademarks

OWNER	REGISTRATION NUMBER	TRADEMARK
Anderson Lubricants, Inc. (as assignee of the Trademark Collateral from LubriCorp, LLC)	3675691	LUBRICORP (& Design) 
Anderson Lubricants, Inc. (as assignee of the Trademark Collateral from LubriCorp, LLC)	3675690	LUBRICORP