

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357060

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association (as SUCCESSOR BY MERGER TO WILMINGTON TRUST FSB), AS COLLATERAL AGENT		09/30/2015	BANK: UNITED STATES

RECEIVING PARTY DATA

Name:	AIRTEX PRODUCTS, LP
Street Address:	1900 W. FIELD COURT
City:	LAKE FOREST
State/Country:	ILLINOIS
Postal Code:	60045
Entity Type:	LIMITED PARTNERSHIP: DELAWARE
Name:	ASC INDUSTRIES, INC.
Street Address:	1900 W. FIELD COURT
City:	LAKE FOREST
State/Country:	ILLINOIS
Postal Code:	60045
Entity Type:	CORPORATION: OHIO
Name:	CHAMPION LABORATORIES, INC.
Street Address:	1900 W. FIELD COURT
City:	LAKE FOREST
State/Country:	ILLINOIS
Postal Code:	60045
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	1121382	AIRTEX
Registration Number:	1197688	LC
Registration Number:	1219040	MASTER M
Registration Number:	1333153	M MASTER
Registration Number:	1351583	MASTER M FUEL PUMP

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1410397	
Registration Number:	1966706	AIRTEX ULTRAFLO
Registration Number:	2527366	AIRTEX
Registration Number:	3564980	AIRTEX
Registration Number:	3684859	ASC
Registration Number:	3684860	ASC
Registration Number:	3804656	ACE
Registration Number:	963571	CHAMP
Registration Number:	1130816	CHAMP
Registration Number:	808484	CHAMP
Registration Number:	1083190	DIESELPAK
Registration Number:	1050522	
Registration Number:	3112400	ECORE
Registration Number:	1144053	FLEETPAK
Registration Number:	2264534	IMPERIAL
Registration Number:	970184	KLEENER
Registration Number:	729180	LEE
Registration Number:	951645	LUBERCOOL
Registration Number:	897773	LUBER-FINER
Registration Number:	1163433	LUBER-FINER
Registration Number:	3152650	LUBER FINER THE DRIVING FORCE IN HEAVY D
Registration Number:	1029673	MAXIFILTER
Registration Number:	2257935	PETRO CLEAR
Registration Number:	3259024	PETRODYME
Registration Number:	3226590	ROUGHNECK
Registration Number:	668356	SALEM
Registration Number:	3441220	TOTALTEC
Registration Number:	1076810	WARNER
Registration Number:	3058056	ZGARD
Registration Number:	3600762	MXM

CORRESPONDENCE DATA

Fax Number: 8668265420

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: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

TRADEMARK

REEL: 005635 FRAME: 0404

Address Line 4:	Waldorf, MARYLAND 20602
ATTORNEY DOCKET NUMBER:	CRS1-40433
NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	10/01/2015
Total Attachments: 5 source=40433#page1.tif source=40433#page2.tif source=40433#page3.tif source=40433#page4.tif source=40433#page5.tif	

TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Termination and Release"), dated as of September 30, 2015, from Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties, to Airtex Products, LP, ASC Industries, Inc. and Champion Laboratories, Inc. (the "Grantors") in connection with that certain Trademark Security Agreement, dated as of January 26, 2011, among the Grantors, Wells Manufacturing, L.P. and the Collateral Agent (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the "Trademark Security Agreement"). Capitalized terms used herein without definition have the meanings set forth in the Collateral Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to (i) that certain Collateral Agreement, dated as of January 26, 2011 (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the "Collateral Agreement"), among UCI Holdings Limited, a New Zealand limited liability company ("Holdings"), UCI International, LLC (as successor to UCI International, Inc.), a Delaware limited liability company (the "Borrower"), the Grantors from time to time party thereto and the Collateral Agent, and (ii) the Trademark Security Agreement, the Grantors assigned and pledged to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and granted to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a Security Interest in the Trademarks owned by the Grantors, including the Trademarks identified on Schedule I;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office at Reel 004461, Frame 0634; and

WHEREAS, the Collateral Agent is, pursuant to that certain payoff letter dated as of the date hereof among Credit Suisse AG, Cayman Islands Branch, Holdings and the Borrower and this Termination and Release, terminating, releasing and discharging the entirety of its Security Interest in the Grantor's Trademarks (including those listed on Schedule I hereto) in accordance with Section 5.14(a) and (d) of the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks

pursuant to the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby agrees as follows:

1. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges its Security Interest in all of the Grantors' right, title or interest in, to and under all of the Trademarks owned by the Grantors or in which the Grantors have any right, title or interest (including those listed on Schedule I hereto), and any right, title or interest of the Collateral Agent or any other Secured Party therein shall hereby cease and become void.

2. Further Assurances. The Collateral Agent shall, at the expense of the Grantors, execute and deliver to the Grantors all further releases and other documents (including, without limitation, Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of the Security Interest, in each case as reasonably requested by the Grantors.

3. Applicable Law. **THIS TERMINATION AND RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

4. Electronic Delivery. Delivery of an executed page to this Termination and Release by facsimile transmission or other customary means of electronic transmission (e.g., "pdf") shall be effective as delivery of a manually signed Termination and Release.

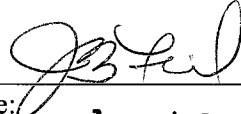
5. Miscellaneous. The execution and delivery of this Termination and Release and any document or agreement referred to herein or in connection herewith, and the taking of any action in connection herewith shall be without recourse to, or representation or warranty by, the Collateral Agent. Nothing herein shall be construed to act as a release of, or prejudice the rights of the Collateral Agent or the Secured Parties to, the security interest created under any Security Document, other than in respect of the assets being released hereunder.

* * *

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

WILMINGTON TRUST, NATIONAL
ASSOCIATION (as successor by merger to
Wilmington Trust FSB), as Collateral Agent

By: 
Name: _____
Title: **Joseph B. Feil**
Vice President

[Signature Page to Termination and Release of Security Interest in Trademarks]

SCHEDULE I

Trademarks

Airtex Products, LP

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Airtex	1,121,382	7/3/1979
LC Design only	1,197,688	6/15/1982
Master M & Design	1,219,040	12/7/1982
Master M - Small word	1,333,153	4/30/1985
Master over large M		
Master M Fuel Pump	1,351,583	7/30/1985
Miscellaneous Design Tri-Color (Design Only)	1,410,397	9/23/1986
Airtex Ultraflo	1,966,706	4/9/1996
Airtex Tri-Lingual Label W/O Auto	2,527,366	1/8/2002
AIRTEX & Design	3,564,980	1/20/2009

ASC Industries, Inc.

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ASC	3,684,859	9/22/2009
ASC & Design	3,684,860	9/22/2009

Champion Laboratories, Inc.

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ACE & Design	3,804,656	6/15/2010
CHAMP	963,571	7/10/1973
CHAMP	1,130,816	2/12/1980
CHAMP Stylized	808,484	5/17/1966
DIESELPK	1,083,190	1/24/1978
Discus Thrower Design	1,050,522	10/19/1976
ECORE	3,112,400	7/4/2006
FLEETPAK	1,144,053	12/23/1980
IMPERIAL	2,264,534	7/27/1999
KLEENER	970,184	10/9/1973
LEE	729,180	3/27/1962
LUBERCOOL	951,645	1/30/1973
LUBER-FINER	897,773	9/1/1970
LUBER-FINER Design	1,163,433	8/4/1981

LUBER-FINER THE DRIVING FORCE IN HEAVY DUTY FILTRATION	3,152,650	10/10/2006
MAXIFILTER	1,029,673	1/6/1976
PETRO CLEAR & Design	2,257,935	6/29/1999
PETRODYME	3,259,024	7/3/2007
ROUGHNECK	3,226,590	4/10/2007
SALEM	668,356	10/14/1958
TOTALTEC	3,441,220	6/3/2008
WARNER	1,076,810	11/8/1977
ZGARD	3,058,056	2/7/2006
MXM & Design	3,600,762	4/7/2009

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