

TRADEMARK ASSIGNMENT COVER SHEET

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ETAS ID: TM409472

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL (SECOND LIEN - RELEASES RF 5306-0962)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A.		12/09/2016	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	WAYNE FUELING SYSTEMS LLC
Street Address:	3814 JARRETT WAY
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78728
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3455169	CENTURY
Registration Number:	3828703	FUSION
Registration Number:	3742852	GLOBAL VISION
Registration Number:	4286468	HELIX
Registration Number:	3570771	IDPOS
Registration Number:	3482037	ISENSE
Registration Number:	3934815	IX PAY
Registration Number:	2131848	NUCLEUS
Registration Number:	2847871	OVATION
Registration Number:	3496970	RELIANCE
Registration Number:	0891975	WAYNE
Registration Number:	3655918	XFLO

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

TRADEMARK

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: 037159-0186

NAME OF SUBMITTER: Anna T Kwan

SIGNATURE: /atk/

DATE SIGNED: 12/19/2016

Total Attachments: 3

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TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS SECOND LIEN TERMINATION dated as of December 9, 2016 (“Termination”) is made by CITIBANK, N.A., as Collateral Agent (the “Collateral Agent”), in favor of WAYNE FUELING SYSTEMS LLC, a Delaware limited liability company (the “Grantor”) under that certain Second Lien Security Agreement dated as of June 20, 2014 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”; capitalized terms used herein without definition shall have the meanings ascribed to them in the Security Agreement).

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, the Grantor granted a security interest to the Collateral Agent in all of the Grantor’s right, title and interest in, to and under, *inter alia*, its owned or thereafter acquired Trademarks and Trademark Licenses, including those set forth on the attached Schedule I (the “Trademark Collateral”);

WHEREAS, notice of the Collateral Agent’s Lien on the Trademark Collateral was recorded with the United States Patent and Trademark Office on June 20, 2014, at Reel 5306 and Frame 0962;

WHEREAS, the Grantor has requested and the Collateral Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the termination, release, relinquishment and discharge of the entirety of its security interest in the Trademark Collateral set forth on the attached Schedule I and any associated goodwill (the “Released Collateral”);


NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent does hereby, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest created under the Security Agreement in the Released Collateral, (b) release its security interest in the Released Collateral, (c) discharge any and all rights, title and interest it has in and the security interest granted to the Collateral Agent in the Released Collateral, and (d) authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the termination, release, and discharge hereby given, and any right, title or interest of the Collateral Agent in such Released Collateral shall hereby cease and become void.

At the cost of the Grantor, the Collateral Agent shall execute and deliver to the Grantor 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 the Released Collateral.

[Signature page follows.]

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

CITIBANK, N.A.,
as Collateral Agent

By: 
Name: Blake Gronich
Title: Vice President

[Signature Page to Second Lien Trademark Termination]

TRADEMARK
REEL: 005939 FRAME: 0703

Schedule I

Mark	Country	Record Owner	App. No/Reg. No
CENTURY	United States of America	Wayne Fueling Systems LLC	78335216/3455169
FUSION	United States of America	Wayne Fueling Systems LLC	77294883/3828703
GLOBAL VISION	United States of America	Wayne Fueling Systems LLC	77307579/3742852
HELIX	United States of America	Wayne Fueling Systems LLC	85076923/4286468
IDPOS	United States of America	Wayne Fueling Systems LLC	78379375/3570771
ISENSE	United States of America	Wayne Fueling Systems LLC	78412012/3482037
IX PAY	United States of America	Wayne Fueling Systems LLC	77500048/3934815
NUCLEUS	United States of America	Wayne Fueling Systems LLC	75119424/2131848
OVATION	United States of America	Wayne Fueling Systems LLC	76147327/2847871
RELIANCE	United States of America	Wayne Fueling Systems LLC	78428713/3496970
WAYNE	United States of America	Wayne Fueling Systems LLC	72283747/891975
XFLO	United States of America	Wayne Fueling Systems LLC	78631683/3655918