

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410213

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent		12/23/2016	Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	FRAM GROUP IP LLC
Street Address:	1900 W. Field Court
City:	Lake Forest
State/Country:	ILLINOIS
Postal Code:	60045
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Registration Number:	3112592	AIRHOG
Registration Number:	3114893	AIRHOG
Registration Number:	3114892	AIRHOG HI-PERFORMANCE AIR FILTER
Registration Number:	3114872	AIRHOG HI-PERFORMANCE AIR FILTER
Registration Number:	3122055	BEFORE YOU SLAM IT, FRAM IT
Registration Number:	2149279	COMFORTAIRE
Registration Number:	1810013	DEFENSE
Registration Number:	2032246	DOUBLE GUARD
Registration Number:	1701659	EXTRA GUARD
Registration Number:	3308309	FOR VEHICLES OVER 75000 MILES
Registration Number:	0337799	FRAM
Registration Number:	0641730	FRAM
Registration Number:	0375855	FRAM
Registration Number:	2979512	FRAM
Registration Number:	2979491	FRAM
Registration Number:	3287046	FRAM
Registration Number:	0837113	F FRAM
Registration Number:	1771339	FRAM F

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3291926	FRAM BOOST
Registration Number:	3291846	FRAM FRESH BREEZE
Registration Number:	3415118	FRAM ABSORBS ODORS WITH FRESH BREEZE CAB
Registration Number:	3130872	FRAM HIGH MILEAGE
Registration Number:	3122056	FRAM IT
Registration Number:	2266831	FRAM RACING
Registration Number:	2979819	FRAM. SOLID ORANGE. SOLID PROTECTION.
Registration Number:	3947980	FRAM EXTRA GUARD
Registration Number:	2922501	
Registration Number:	2713250	
Registration Number:	2870146	NOTHING FEELS BETTER THAN A JOB WELL DON
Registration Number:	2376935	PAY A LITTLE MORE NOW... OR PAY A LOT L
Registration Number:	3393124	PERFORMANCE SPEAKS FOR ITSELF
Registration Number:	1467227	SENTINEL
Registration Number:	2275820	SUREGRIP
Registration Number:	2445428	TOUGH GUARD
Registration Number:	1443041	WEARGUARD
Registration Number:	0723102	WEAR-GUARD
Registration Number:	3907743	XTENDEDGUARD
Registration Number:	3308138	YOU CAN PAY ME NOW OR YOU CAN PAY ME LAT
Registration Number:	2291540	AUTOLITE
Registration Number:	0637085	AUTOLITE
Registration Number:	3058196	AUTOLITE
Registration Number:	3121690	AUTOLITE
Registration Number:	0110818	AUTO-LITE
Registration Number:	2461682	AUTOLITE RACING
Registration Number:	3276837	AUTOLITE XP XTREME PERFORMANCE
Registration Number:	3178137	AUTOLITE XP XTREME PERFORMANCE SPARK PLU
Registration Number:	3314656	FLAREGLO
Registration Number:	2872786	IT'S TIME TO CHANGE YOUR PLUGS
Registration Number:	3006638	REVOLUTION HT
Registration Number:	3314658	SPACEGLO
Registration Number:	2949554	WIRED LIKE THE PROS

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, LTD
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F167430 2L Release

NAME OF SUBMITTER: Estefania Laureano

SIGNATURE: /Estefania Laureano/

DATE SIGNED: 12/27/2016

Total Attachments: 5

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RELEASE OF SECOND LIEN TRADEMARK SECURITY INTEREST

RELEASE OF SECOND LIEN TRADEMARK SECURITY INTEREST, dated as of December 23, 2016 (this “*Release*”), by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (the “*Collateral Agent*”). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the U.S. Collateral Agreement referred to below.

Reference is made to (i) the Second Lien Credit Agreement dated as of July 29, 2011 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “*Credit Agreement*”), among FRAM Group Holdings Inc., a Delaware corporation, Prestone Holdings LLC, a Delaware limited liability company (formerly Prestone Holdings Inc., a Delaware corporation) (collectively, the “*Borrowers*”), Autoparts Holdings Limited, a New Zealand limited liability company (“*Holdings*”), the Subsidiary Guarantors party thereto, the Lenders from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and as Collateral Agent, (ii) the Second Lien Collateral Agreement dated as of July 29, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “*U.S. Collateral Agreement*”), among Holdings, the Borrowers, the other Grantors from time to time party thereto and the Collateral Agent and (iii) the Second Lien Trademark Security Agreement dated as of July 29, 2011 (together with the U.S. Collateral Agreement, the “*Security Agreements*”), among FRAM Group IP LLC, a Delaware limited liability company the “*U.S. Grantor*”), Prestone Products Corporation, a Delaware corporation, and the Collateral Agent.

WHEREAS, pursuant to the Security Agreements, the U.S. Grantor pledged to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and granted to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, among other things, all right, title or interest in or to any and all of the following assets and properties now owned or at any time thereafter acquired by the U.S. Grantor or in which the U.S. Grantor has or at any time in the future may acquire any right, title or interest to: (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or in any other country (except for “intent-to-use” applications for trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, in each case, including those set forth on Schedule I hereto (the “*Trademarks*”), which security

interests were recorded with the United States Patent and Trademark Office on August 12, 2011 at Reel/Frame 4603/0273.

WHEREAS, in connection with the second lien payoff letter dated as of the date hereof, among the Borrowers and the Collateral Agent, the Borrowers desire that the Collateral Agent terminate and release its lien on and security interest in and to all right, title and interest in, to and under all of the Trademarks.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby terminate, release, cancel, relinquish and discharge fully, without representation, warranty or recourse of any kind, its lien on and any and all security interests in and to all right, title and interest, in to and under all of the Trademarks, including the Trademarks listed on Schedule I hereto, and reassigns and transfers, without representation, warranty or recourse of any kind, all right, title and interest it has in the Trademarks to the applicable U.S. Grantor. The Collateral Agent hereby authorizes the U.S. Grantor, or the U.S. Grantor's authorized representative, to record this Release with the United States Patent and Trademark Office. The Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this Release of Second Lien Trademark Security Interest; it being understood that such recordation shall be at the Grantors' sole expense.

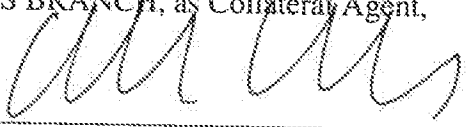
This Release of Second Lien Trademark Security Interest may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Collateral Agent has duly executed this Release as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent,

by 

Name: Robert Hetu
Title: Authorized Signatory

by 

Name: Nicholas Goss
Title: Authorized Signatory

Schedule I
Trademarks

Trademarks Owned by FRAM Group IP LLC

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
AIRHOG	3112592	7/4/2006
AIRHOG	3114893	7/11/2006
AIRHOG and design	3114892	7/11/2006
AIRHOG HI-PERFORMANCE FILTER and design	3114872	7/11/2006
BEFORE YOU SLAM IT, FRAM IT	3122055	7/25/2006
COMFORTAIRE	2149279	4/7/1998
DEFENSE	1810013	12/7/1993
DOUBLE GUARD	2032246	1/21/1997
EXTRA GUARD	1701659	7/21/1992
FOR VEHICLES OVER 75000 MILES and design	3308309	10/9/2007
FRAM	337799	8/18/1936
FRAM	641730	2/19/1997
FRAM	375855	3/5/1940
FRAM	2979512	7/26/2005
FRAM	2979491	7/26/2005
FRAM	3287046	8/28/2007
FRAM and F design	837113	10/17/1967
FRAM and F design	1771339	5/18/1993
FRAM BOOST	3291926	9/11/2007
FRAM FRESH BREEZE	3291846	9/11/2007
FRAM FRESH BREEZE and design (color)	3415118	4/22/2008
FRAM HIGH MILEAGE	3130872	8/15/2006
FRAM IT	3122056	7/25/2006
FRAM RACING	2266831	8/3/1999
FRAM. SOLID ORANGE. SOLID PROTECTION.	2979819	7/26/2005
FRAM EXTRA GUARD	3947980	4/19/2011
Miscellaneous design (orange)	2922501	2/1/2005
Miscellaneous design (smudge print)	2713250	5/6/2003
NOTHING FEELS BETTER THAN A JOB WELL DONE and design	2870146	8/3/2004
PAY A LITTLE MORE NOW...OR PAY A LOT LATER	2376935	8/15/2000
PERFORMANCE SPEAKS FOR ITSELF	3393124	3/4/2008
SENTINEL	1467227	12/2/1987
SUREGRIP	2275820	9/7/1999
TOUGH GUARD	2445428	4/24/2001

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
WEARGUARD	1443041	6/16/1987
WEAR-GUARD	723102	10/24/1961
XTENDED GUARD	3907743	1/18/2011
YOU CAN PAY ME NOW OR YOU CAN PAY ME LATER	3308138	10/9/2007
AUTOLITE	2291540	11/9/1999
AUTOLITE	637085	11/13/1956
AUTOLITE	3058196	2/7/2006
AUTOLITE	3121690	7/25/2006
AUTO-LITE (stylized)	110818	12/1/1930
AUTOLITE RACING	2461682	6/19/2001
AUTOLITE XP XTREME PERFORMANCE and design	3276837	8/7/2007
AUTOLITE XP XTREME PERFORMANCE SPARK PLUGS and design	3178137	11/28/2006
FLAREGLO	3314656	10/16/2007
IT'S TIME TO CHANGE YOUR PLUGS	2872786	8/10/2004
REVOLUTION HT	3006638	10/11/2005
SPACEGLO	3314658	10/16/2007
WIRED LIKE THE PROS	2949554	5/10/2005

U.S. Trademark Applications

None.