

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410846

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		12/30/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Airtex Products, LP
Street Address:	2201 Waukegan Road, Suite 140
City:	Bannockburn
State/Country:	ILLINOIS
Postal Code:	60015
Entity Type:	Limited Partnership: DELAWARE
Name:	ASC Industries, Inc.
Street Address:	2201 Waukegan Road, Suite 140
City:	Bannockburn
State/Country:	ILLINOIS
Postal Code:	60015
Entity Type:	Corporation: OHIO
Name:	Champion Laboratories, Inc.
Street Address:	2201 Waukegan Road, Suite 140
City:	Bannockburn
State/Country:	ILLINOIS
Postal Code:	60015
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	1121382	AIRTEX
Registration Number:	1219040	MASTER M
Registration Number:	1333153	M MASTER
Registration Number:	1351583	MASTER M FUEL PUMP
Registration Number:	1410397	
Registration Number:	1966706	AIRTEX ULTRAFLO
Registration Number:	3477085	AIRTEX XP

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3526483	MASTER M
Registration Number:	3564980	AIRTEX
Registration Number:	4634388	MADE FOR THE AFTERMARKET
Registration Number:	3684859	ASC
Registration Number:	3684860	ASC
Registration Number:	4407379	KEEP IT COOL
Registration Number:	3804656	ACE
Registration Number:	4050420	ACE
Registration Number:	4147269	BUILT TO DO MORE
Registration Number:	0963571	CHAMP
Registration Number:	1130816	CHAMP
Registration Number:	0808484	CHAMP
Registration Number:	1050522	
Registration Number:	3112400	ECORE
Registration Number:	4176321	EUROFILTER
Registration Number:	4818292	EXTREME CLEAN HD
Registration Number:	1144053	FLEETPAK
Registration Number:	2264534	IMPERIAL
Registration Number:	0970184	KLEENER
Registration Number:	0729180	LEE
Registration Number:	0951645	LUBERCOOL
Registration Number:	0897773	LUBER-FINER
Registration Number:	1163433	LUBER-FINER
Registration Number:	4147270	LUBER FINER
Registration Number:	3600762	MXM
Registration Number:	2257935	PETRO CLEAR
Registration Number:	3226590	ROUGHNECK
Registration Number:	3441220	TOTALTEC
Registration Number:	3058056	ZGARD

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 614-280-3566

Email: james.murray@wolterskluwer.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 2: CT Corporation

Address Line 4: Columbus, OHIO 43219

TRADEMARK

REEL: 005956 FRAME: 0652

NAME OF SUBMITTER:	Joanne BL Arnold
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	01/03/2017
Total Attachments: 7 source=Airtex Products Trademark Release#page1.tif source=Airtex Products Trademark Release#page2.tif source=Airtex Products Trademark Release#page3.tif source=Airtex Products Trademark Release#page4.tif source=Airtex Products Trademark Release#page5.tif source=Airtex Products Trademark Release#page6.tif source=Airtex Products Trademark Release#page7.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 December 30, 2016, from Credit Suisse AG, Cayman Islands Branch, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties, to Airtex Products, LP, ASC Industries, Inc. and Champion Laboratories, Inc. (collectively, the "Grantors") in connection with that certain Trademark Security Agreement, dated as of September 30, 2015, among the Grantors 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 Guarantee and Collateral Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to (i) that certain ABL Guarantee and Collateral Agreement dated as of September 30, 2015 (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among UCI Holdings Limited, a New Zealand limited liability company ("Holdings"), UCI International, LLC, a Delaware limited liability company (the "Parent 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 on October 15, 2015 at Reel 5646, Frame 0510; 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, UCI Acquisition Holdings (No. 1) Corp and the Parent Borrower and this Termination and Release, terminating, releasing and discharging the entirety of its security interest in the Grantors' Trademarks (including those listed on Schedule I hereto) in accordance with Section 9.16(a) of the Guarantee and 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 respect of the Grantors' Trademarks, 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.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent

By


Name: Didier Siffer
Title: Authorized Signatory

By


Name: Julia Bykhowskaia
Title: Authorized Signatory

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

Schedule I

TRADEMARKS OWNED BY AIRTEX PRODUCTS, LP

U.S. Trademark Registrations

Mark	Reg. No.	Reg. Date
Airtex	1,121,382	7/3/1979
Master M & Design	1,219,040	12/7/1982
Master M - Small word Master over large M	1,333,153	4/30/1985
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 XP	3,477,085	7/29/2008
Master M	3,526,483	11/4/2008
AIRTEX & Design	3,564,980	1/20/2009
MADE FOR THE AFTERMARKET	4,634,388	11/4/2014

TRADEMARKS OWNED BY ASC INDUSTRIES, INC.

U.S. Trademark Registrations

Mark	Reg. No.	Reg. Date
ASC	3,684,859	9/22/2009
ASC & Design	3,684,860	9/22/2009
KEEP IT COOL	4,407,379	9/24/2013

TRADEMARKS OWNED BY CHAMPION LABORATORIES, INC.

U.S. Trademark Registrations

Mark	Reg. No.	Reg. Date
ACE & Design	3,804,656	6/15/2010
ACE	4,050,420	11/1/2011
BUILT TO DO MORE	4,147,269	4/5/2011
CHAMP	963,571	7/10/1973
CHAMP	1,130,816	2/12/1980
CHAMP Stylized	808,484	5/17/1966
Discus Thrower Design	1,050,522	10/19/1976
ECORE	3,112,400	7/4/2006
EUROFILTER	4,176,321	7/17/2012
EXTREME CLEAN HD	4,818,292	9/22/2015
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 & Design	4,147,270	4/5/2011
MXM & Design	3,600,762	4/7/2009
PETRO CLEAR & Design	2,257,935	6/29/1999
ROUGHNECK	3,226,590	4/10/2007
TOTALTEC	3,441,220	6/3/2008
ZGARD	3,058,056	2/7/2006

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