OP \$515.00 7134804

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM454060

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

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------------|----------|----------------|-------------------------------|
| PNC BANK, NATIONAL ASSOCIATION | | 12/07/2017 | National Banking Association: |

RECEIVING PARTY DATA

| Name: | LUBRICATING SPECIALTIES COMPANY | | |
|-----------------|---------------------------------|--|--|
| Street Address: | 8015 Paramount Blvd. | | |
| City: | Pico Rivera | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90660 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| Name: | LSC FUNDING CORP. | | |
| Street Address: | 8015 Paramount Blvd. | | |
| City: | Pico Rivera | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90660 | | |
| Entity Type: | Corporation: DELAWARE | | |

PROPERTY NUMBERS Total: 20

| Property Type | Number | Word Mark |
|----------------|----------|-------------|
| Serial Number: | 71348047 | VISTONE |
| Serial Number: | 71348048 | VISTONE |
| Serial Number: | 73646021 | POLO |
| Serial Number: | 74031961 | BARTENDER |
| Serial Number: | 74374109 | MAIN STREET |
| Serial Number: | 74437022 | ALASKA |
| Serial Number: | 74632239 | VISTONE |
| Serial Number: | 74673599 | CRYSTAL |
| Serial Number: | 75265037 | RED-I |
| Serial Number: | 75385675 | FEDERAL |
| Serial Number: | 76134329 | BIGFOOT |
| Serial Number: | 85032952 | ROUND TRIP |
| Serial Number: | 85661115 | GUARDSMAN |
| | • | TRADEMARK |

900431693 REEL: 006225 FRAME: 0616

| Property Type | Number | Word Mark |
|----------------|----------|---------------|
| Serial Number: | 85944445 | GUARDSMAN |
| Serial Number: | 86832360 | BIGFOOT |
| Serial Number: | 74067348 | BAR LUBE |
| Serial Number: | 76135069 | POLOPURE |
| Serial Number: | 76135015 | DIESELMATE II |
| Serial Number: | 76134327 | PIRANHA |
| Serial Number: | 76134325 | ROUND TRIP |

CORRESPONDENCE DATA

Fax Number:

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: 7037125390

Email: mguidry@mcguirewoods.com

Correspondent Name: Melissa Guidry **Address Line 1:** 1750 Tysons Blvd

Address Line 2: Suite 1800

Address Line 4: Tysons, VIRGINIA 22102

| NAME OF SUBMITTER: | Melissa Guidry |
|--------------------|------------------|
| SIGNATURE: | /Melissa Guidry/ |
| DATE SIGNED: | 12/11/2017 |

Total Attachments: 3

source=Active_96859316_1_2017-12_ PNC Payoff Documentation (Trademark Release)#page1.tif source=Active_96859316_1_2017-12_ PNC Payoff Documentation (Trademark Release)#page2.tif source=Active_96859316_1_2017-12_ PNC Payoff Documentation (Trademark Release)#page3.tif

TRADEMARK REEL: 006225 FRAME: 0617

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of December 7, 2017 ("<u>Release</u>"), is made by **PNC BANK**, **NATIONAL ASSOCIATION**, a national banking association, ("<u>Secured Party</u>"), in favor of **LUBRICATING SPECIALTIES COMPANY**, a California corporation and **LSC FUNDING CORP**., a Delaware corporation (each a "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>").

WHEREAS, pursuant to (i) that certain Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of December 11, 2013 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Loan Agreement") by and among the Grantors, Secured Party, and others party thereto and (ii) that certain Trademark and Trade Name Security Agreement dated as of March 31, 2003 by and among the Grantors and Secured Party ("Original Trademark Agreement"), as amended by that certain Amendment to Trademark and Trade Name Security Agreement dated as of April 5, 2013 by and among the Grantors and Secured Party ("First Amendment"), and that certain Second Amendment to Trademark and Trade Name Security Agreement dated as of March 9, 2017 by and among the Grantors and Secured Party ("Second Amendment", together with the Original Trademark Agreement and the First Amendment, the "Trademark Agreement) Grantors granted to the Secured Party, a lien on and security interest in all of Grantors' right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Agreement);

WHEREAS, the Original Trademark Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on April 14, 2003 at Reel 2711 Frame 0948;

WHEREAS, the First Amendment was recorded at the USPTO on April 9, 2013 at Reel 5001 Frame 0987; and

WHEREAS, the Second Amendment was recorded at the USPTO on March 9, 2017 at Reel 6006 Frame 0786.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Secured Party, and Grantors agree as follows:

- **SECTION 1.** <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement or Trademark Agreement.
- **SECTION 2.** <u>Termination and Release</u>. Secured Party, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the Grantors' right, title, and interest in, to, and under the Trademark Collateral (as defined in the Trademark Agreement), including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Loan Agreement and the Trademark Agreement; and
 - (b) authorizes the recordation of this Release with the USPTO at Grantors' expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of California.

TRADEMARK REEL: 006225 FRAME: 0618 IN WITNESS WHEREOF, the Secured Party has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

PNC BANK, NATIONAL ASSOCIATION,

as Secured Party

Name: Michael P. McNeirney

Title: Senior Vice President

SCHEDULE A

TRADEMARK COLLATERAL

| Serial # | Filing Date | Registration # | Registration Date | Mark | Registrant/Owner |
|----------|----------------|----------------|-------------------|------------------|------------------------------------|
| 71348047 | 11/25/15 | 314956 | 06/27/17 | VISTONE | Lubricating Specialties Company |
| 71348048 | 11/25/15 | 314040 | 06/27/17 | VISTONE | Lubricating Specialties Company |
| 73646021 | 06/25/12 | 1457952 | 04/01/14 | POLO | Lubricating Specialties Company |
| 74031961 | 02/23/90 | 1644074 | 05/07/91 | BARTENDER | Lubricating Specialties Company |
| 74374109 | 04/01/93 | 1867414 | 12/13/94 | MAIN STREET | Lubricating Specialties Company |
| 74437022 | 09/16/93 | 1864502 | 11/29/94 | ALASKA | Lubricating Specialties Company |
| 74632239 | 02/09/95 | 1953086 | 01/30/96 | VISTONE | Lubricating Specialties Company |
| 74673599 | 05/15/95 | 1966894 | 04/09/96 | CRYSTAL | Lubricating Specialties Company |
| 75265037 | 03/27/97 | 2142702 | 03/10/98 | RED-I | Lubricating Specialties Company |
| 75385675 | 11/06/97 | 2276604 | 09/07/99 | FEDERAL | Lubricating Specialties Co. |
| 76134329 | 09/25/00 | 2757913 | 09/02/03 | BIGFOOT | Lubricating Specialties Company |
| 85032952 | 05/07/10 | 3893820 | 12/21/10 | ROUND TRIP | Lubricating Specialties Company |
| 85661115 | 06/25/12 | 4506239 | 04/01/14 | GUARDSMAN | Lubricating Specialties Company |
| 85944445 | 05/28/13 | 4516344 | 04/15/14 | GUARDSMAN | Lubricating Specialties Company |
| 86832360 | 11/25/15 | 5230355 | 06/27/17 | BIGFOOT | Lubricating Specialties Company |
| 74067348 | 06/11/90 | 1776102 | 06/08/93 | BAR LUBE | Lubricating Specialties Company |
| 76135069 | 09/25/00 | 2498230 | 10/16/01 | POLOPURE | Lubricating Specialties Company |
| 76135015 | 09/25/00 | 2608864 | 08/20/02 | DIESELMATE II | Lubricating Specialties Company |
| 76134327 | 09/25/00 | 2587569 | 07/02/02 | PIRANHA | Lubricating Specialties Company |
| 76134325 | 09/25/00 | 2590778 | 07/09/02 | ROUND TRIP | Lubricating Specialties Company |

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RECORDED: 12/11/2017

TRADEMARK REEL: 006225 FRAME: 0620