

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM482474

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL (FIRST LIEN)		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		07/11/2018	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 MADISON AVE.		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4422061	SYNCHOICE	
Registration Number:	4440227	CHOICE LUBRICANTS	
Registration Number:	4439247	PETROCHOICE	
Registration Number:	3696944	PETROCHOICE	
Registration Number:	3565465	PETROLIANCE	
Registration Number:	3422262	PETROLIANCE	
Registration Number:	2750693	MEDALLION PLUS	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>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.</i>			
Phone:	714-540-1235		
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:	039269-0416		

OP \$190.00 4422061

NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	07/18/2018
Total Attachments: 6 source=Assignment of Security Interest (First Lien) - Petrochoice H#page1.tif source=Assignment of Security Interest (First Lien) - Petrochoice H#page2.tif source=Assignment of Security Interest (First Lien) - Petrochoice H#page3.tif source=Assignment of Security Interest (First Lien) - Petrochoice H#page4.tif source=Assignment of Security Interest (First Lien) - Petrochoice H#page5.tif source=Assignment of Security Interest (First Lien) - Petrochoice H#page6.tif	

**ASSIGNMENT OF SECURITY INTEREST IN
TRADEMARK COLLATERAL (FIRST LIEN)**

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Assignment"), dated as of July 11, 2018, is entered into by and between Barclays Bank PLC ("Assignor") and Jefferies Finance LLC ("Assignee"). All capitalized terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Security Agreement referred to below.

WHEREAS, pursuant to that certain Security Agreement (First Lien), dated as of August 21, 2015 (as amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among PetroChoice Holdings, Inc., a Delaware corporation (the "Grantor"), the other grantors party thereto and Assignor, Grantor executed and delivered that certain Trademark Security Agreement (First Lien), dated as of August 21, 2015 (the "Trademark Security Agreement"), pursuant to which the Grantor granted to Assignor a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located, other than Excluded Property: (i) all (a) trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto ("Trademarks"), (b) Trademark registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof (including, without limitation, the trademarks set forth on Schedule A annexed hereto), and (c) common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof, (ii) all goodwill of such Grantor's business symbolized by the Trademarks associated therewith, (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Assignor is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing, and all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto and all agreements relating to the license, ownership, development, use or disclosure of any of the foregoing, (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world, and (vi) all Proceeds thereof; but excluding any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (collectively, the "Trademark Collateral");

WHEREAS, Assignor recorded the Trademark Security Agreement with the United States Patent and Trademark Office on September 28, 2015, at Reel 5631, Frame 0963;

WHEREAS, PetroLiance LLC assigned all of its right, title and interest in certain Trademarks pursuant to that certain Trademark Assignment, dated as of November 15, 2016 among Grantor and PetroLiance LLC, which Grantor recorded with the United States Patent and Trademark Office on November 16, 2016, at Reel 5921, Frame 0299;

WHEREAS, pursuant to that certain Resignation, Consent and Appointment Agreement, dated as of July 11, 2018, among Assignor, Stryker Parent Corp. ("Holdco"), the Grantor, each other Loan Party, Assignee and the Lenders party thereto (the "First Lien Resignation Agreement"), Assignor assigned to

Assignee, and Assignee assumed, all of Assignor's rights and obligations under the Security Agreement and the Trademark Security Agreement and the liens granted thereunder.

WHEREAS, Assignor and Assignee desire to confirm the foregoing assignment and assumption in this Assignment for purposes of recording it with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby assigns to Assignee, and Assignee hereby assumes, all of Assignor's right, title and interest in, to and under, the Trademark Collateral and the Trademark Security Agreement, including, without limitation, its lien on and security interest in Grantor's right, title and interest in to and under the Trademark Collateral. The foregoing Assignment is made without recourse, representations or warranties of any kind.

IN WITNESS WHEREOF, Assignor has duly executed this ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL as of the date first above written.

BARCLAYS BANK PLC
as Assignor

By: Robert Walsh

Name:

Title:

Robert Walsh
Assistant Vice President

[SIGNATURE PAGE TO FIRST LIEN ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL]
(PETROCHOICE HOLDINGS)

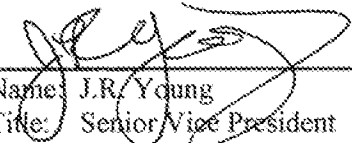
TRADEMARK
REEL: 006414 FRAME: 0568

ACCEPTANCE AND ASSUMPTION

Assignee, as successor Collateral Agent and successor Administrative Agent accepts and assumes the foregoing Assignment.

DATED as of the 11th day of July, 2018.





JEFFERIES FINANCE LLC
as Assignee

By: 
Name: J.R. Young
Title: Senior Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademarks:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration / Appl. Number</u>	<u>Registration / Appl. Date</u>
PetroChoice Holdings, Inc.	SYNCHOICE	4422061	October 22, 2013
PetroChoice Holdings, Inc.	CHOICE LUBRICANTS (& Design) 	4440227	November 26, 2013
PetroChoice Holdings, Inc.	PETROCHOICE	4439247	November 26, 2013
PetroChoice Holdings, Inc.	PETROCHOICE	3696944	October 13, 2009
PetroChoice Holdings, Inc.	PETROLIANCE (& Design) 	3565465	January 20, 2009
PetroChoice Holdings, Inc.	PETROLIANCE (& Design) 	3422262	May 6, 2008
PetroChoice Holdings, Inc.	MEDALLION PLUS (& Design) 	2750693	August 12, 2003

PetroChoice Holdings, Inc.	MEDALLION PLUS	2851082	June 8, 2004
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