

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482481

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL (FIRST LIEN)		
SEQUENCE:	3		
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: 18			
Property Type	Number	Word Mark	
Registration Number:	0602075	DEZOL	
Registration Number:	0904163	DYNA-PLEX	
Registration Number:	1200802	DYNA-PLEX 21C	
Registration Number:	2740195	UNIVERSAL	
Registration Number:	3075286	LIFELINES	
Registration Number:	3204018	SYNZOL	
Registration Number:	3236729	SYNZOL	
Registration Number:	3917822	ECO ULTRA	
Registration Number:	4179437	UNIVERSAL	
Registration Number:	4400856	UNIVERSAL	
Registration Number:	4400857	ECO ULTRA	
Registration Number:	4400859		
Registration Number:	4403980	SINCE 1929 UNIVERSAL LUBRICANTS, LLC	
Registration Number:	4423737	CLOSED LOOP PROCESS COLLECTION SERVICING	
Registration Number:	4597811	COLLECTION, RE-REFINING, BLENDING, SERVI	
Registration Number:	4703273	COLLECTION RE-REFINING BLENDING SERVICIN	
Serial Number:	86918736	ENGINE GUARD	

OP \$465.00 0602075

Property Type	Number	Word Mark
Serial Number:	86918767	ENGINE V GUARD

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

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
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	07/18/2018

Total Attachments: 5

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**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 Dynamo LLC, a Delaware limited liability company (the "Grantor"), the other grantors party thereto and Assignor, Grantor executed and delivered that certain Trademark Security Agreement (First Lien), dated as of May 2, 2016 (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 August 10, 2016, at Reel 5852, Frame 0513;

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 DYNAMO)

TRADEMARK
REEL: 006414 FRAME: 0599

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 Dynamo LLC	DEZOL	602075	February 15, 1955
PetroChoice Dynamo LLC	DYNA-PLEX	904163	December 15, 1970
PetroChoice Dynamo LLC	DYNA-PLEX 21C	1200802	July 13, 1982
PetroChoice Dynamo LLC	UNIVERSAL and Design	2740195	July 22, 2003
PetroChoice Dynamo LLC	LIFELINES and Design	3075286	April 4, 2006
PetroChoice Dynamo LLC	SYNZOL	3204018	January 30, 2007
PetroChoice Dynamo LLC	SYNZOL	3236729	May 1, 2007
PetroChoice Dynamo LLC	ECO ULTRA	3917822	February 8, 2011
PetroChoice Dynamo LLC	UNIVERSAL	4179437	July 24, 2012
PetroChoice Dynamo LLC	UNIVERSAL and Design	4400856	September 10, 2013
PetroChoice Dynamo LLC	ECO ULTRA and Design	4400857	September 10, 2013
PetroChoice Dynamo LLC		4400859	September 10, 2013
PetroChoice Dynamo LLC	SINCE 1929 UNIVERSAL LUBRICANTS, LLC and Design	4403980	September 17, 2013
PetroChoice Dynamo LLC	CLOSED LOOP PROCESS COLLECTION SERVICING RE- REFINING BLENDING and Design	4423737	October 29, 2013
PetroChoice Dynamo LLC	COLLECTION, RE- REFINING, BLENDING, SERVICING and Design	4597811	September 2, 2014
PetroChoice Dynamo LLC	COLLECTION, RE- REFINING, BLENDING, SERVICING	4703273	March 17, 2015
PetroChoice Dynamo LLC	ENGINE GUARD	86918736	February 24, 2016
PetroChoice Dynamo LLC	ENGINE V GUARD	86918767	February 24, 2016