

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM506098

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Bank, National Association		01/14/2019	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ASC Industries, Inc.		
<b>Street Address:</b>	2100 International Parkway		
<b>City:</b>	North Canton		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44720		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3684859	ASC	
<b>Registration Number:</b>	3684860	ASC	
<b>Registration Number:</b>	4407379	KEEP IT COOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>			
<b>Phone:</b>	2165863939		
<b>Email:</b>	dpuljic@jonesday.com		
<b>Correspondent Name:</b>	Daniel Puljic / JONES DAY		
<b>Address Line 1:</b>	901 Lakeside Avenue		
<b>Address Line 2:</b>	North Point		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	288320-600002		
<b>NAME OF SUBMITTER:</b>	DANIEL PULJIC		
<b>SIGNATURE:</b>	/Daniel Puljic/		
<b>DATE SIGNED:</b>	01/16/2019		
<b>Total Attachments: 4</b>			
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source=ASC -- Trademarks#page4.tif

## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “*Termination and Release*”) is granted as of January 14, 2019 by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as administrative agent (in such capacity, the “*Agent*”) for each member of the Lender Group and the Bank Product Providers in favor of **ASC INDUSTRIES, INC.** an Ohio corporation (the “*Grantor*”).

**WHEREAS**, pursuant to that certain Credit Agreement dated as of December 30, 2016 (including all alterations, amendments, restatements, amendments and restatements, changes, extensions, modifications, renewals, replacements, refinancing, substitutions, joinders, and supplements, thereto and thereof, the “*Credit Agreement*”; capitalized terms used herein without definition shall have the meanings given to them in the Credit Agreement) by and among UCI International, LLC, a Delaware limited liability company (“*Administrative Borrower*”), Champion Laboratories, Inc., a Delaware corporation (“*Champion*”), Grantor and Airtex Products, LP a Delaware limited partnership (“*Airtex*”) and any other Person that may become a party thereto as a borrower (such Persons, together with Administrative Borrower, Champion, Grantor and Airtex, each, a “*Borrower*” and collectively, the “*Borrowers*”), certain affiliates of Borrowers, as Guarantors thereunder, the Lenders that are parties thereto and Agent, the Grantor and certain other parties party thereto executed that certain Guaranty and Security Agreement, dated as of December 30, 2016, in favor of Agent (including all annexes, exhibits or schedules thereto, and all alterations, amendments, restatements, changes, extensions, modifications, renewals, replacements, refinancing, substitutions, joinders, and supplements, thereto and thereof, the (“*Guaranty and Security Agreement*”);

**WHEREAS**, pursuant to the Guaranty and Security Agreement, the Grantor and certain other parties party thereto executed and delivered a Trademark Security Agreement, dated as of December 30, 2016, in favor of the Agent (the “*Trademark Security Agreement*”), granting the Agent a security interest in and lien on certain trademarks described and defined therein, which was recorded with the United States Patent and Trademark Office (“*USPTO*”) on January 3, 2017, at Reel 5956, Frame 0377;

**WHEREAS**, pursuant to that certain letter agreement, dated of even date herewith, the Agent has released Grantor as a Borrower under the Credit Agreement;

**WHEREAS**, the Grantor has requested that the Agent hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of the Grantor in, to and under all of the Trademark Collateral (as used herein, as such term is defined in the Trademark Security Agreement), as herein provided; and

**WHEREAS**, the Agent has requested that the Grantor provide a document suitable for recording in the USPTO to evidence the release of its security interests in and liens on the Trademark Collateral as herein provided.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby:

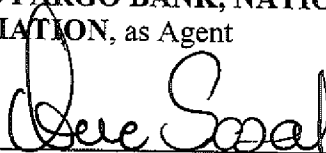
1. terminates the Trademark Security Agreement and releases, terminates and discharges its liens and security interests in the Grantor's right, title and interest in, to and under the Trademark Collateral and all goodwill associated therewith, including the Trademark Collateral identified in Schedule I hereto, without recourse or representation or warranty, express or implied, of any kind; and
2. authorizes the Grantor or its agents to record this Termination and Release at the USPTO.

*[Signature page follows this page]*

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interests in Trademarks by its duly authorized officer as of the date first above written.

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Agent**

By: \_\_\_\_\_



Name: Anne Sasal

Title: Vice President

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

**TRADEMARK**

**REEL: 006526 FRAME: 0587**

**SCHEDULE I  
TO  
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

Trademark Registrations/Applications

*U.S. Trademark Registrations*

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