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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM590016

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION		07/31/2020	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

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: 20**

Property Type	Number	Word Mark
Registration Number:	3804656	ACE
Registration Number:	4050420	ACE
Registration Number:	4147269	BUILT TO DO MORE
Registration Number:	0808484	CHAMP
Registration Number:	0963571	CHAMP
Registration Number:	1050522	
Registration Number:	3112400	ECORE
Registration Number:	4176321	EUROFILTER
Registration Number:	4818292	EXTREME CLEAN HD
Registration Number:	2264534	IMPERIAL
Registration Number:	0970184	KLEENER
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
	_	TDADEMADIA

<del>TRADEMARK</del>

REEL: 007014 FRAME: 0066

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Property Type	Number	Word Mark
Registration Number:	3441220	TOTALTEC
Registration Number:	3058056	ZGARD

### **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:** 2123186532

Email: alanagramer@paulhastings.com

Correspondent Name: ALANA GRAMER

Address Line 1: C/O PAUL HASTINGS LLP

Address Line 2: 200 Park Avenue

Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/s/ AG
DATE SIGNED:	08/03/2020

### **Total Attachments: 5**

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### 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 July <u>31</u>, 2020 by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, in its capacity as agent for the Lenders Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "**Wells Fargo**"), in favor of **CHAMPION LABORATORIES**, **INC.**, a Delaware Corporation (the "**Grantor**").

WHEREAS, pursuant to the Credit Agreement dated as of December 30, 2016, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, certain affiliates of the Grantor, and Wells Fargo (amongst others), the Grantor executed and delivered to Wells Fargo a Trademark Security Agreement dated as of December 30, 2016 (the "Trademark Security Agreement"), granting Wells Fargo a security interest in and lien on the Trademark Collateral (as defined in the Trademark Security Agreement);

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("**USPTO**") on January 3, 2017, at Reel 5956, Frame 0400;

**WHEREAS**, the Grantor has requested that Wells Fargo 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, including the trademarks as fully described on the attached <u>Schedule I</u> as herein provided; and

**WHEREAS**, the Grantor has requested that Wells Fargo 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, Wells Fargo hereby states as follows:

- 1. Release of Security Interest. Wells Fargo hereby (i) terminates the Trademark Security Agreement, (ii) reassigns any and all interest it may have in the Trademark Collateral to Grantor, and (iii) and releases, terminates and discharges fully all of its liens and security interests in the Grantor's right, title and interest in, to and under the Trademark Collateral, including the trademarks set forth in Schedule I, and all goodwill associated therewith, without recourse or representation or warranty, express or implied, of any kind.
- 2. **Recordation**. Wells Fargo authorizes and requests that this Termination and Release be recorded at the USPTO by the Grantor.
- 3. <u>Further Assurances</u>. Wells Fargo agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, in each case, at the Grantor's expense, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Termination and Release.

- 4. <u>Governing Law</u>. This Termination and Release and the rights and obligations of the parties under this Termination and Release shall be construed in accordance with and governed by the law of the State of New York, without regard to any principle of law that could require the application of any other law.
- 5. <u>Counterparts</u>. This Termination and Release may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same this Termination and Release. Delivery of an executed counterpart of this Termination and Release by telefacsimile or other electronic method of transmission (including ".pdf or ".tif' format) shall be equally as effective as delivery of an original executed counterpart of this Termination and Release by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Termination and Release but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Termination and Release.

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

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

Anne Sasal Digitally signed by Anne Sasal Date: 2020.07.29 15:24:00 -05'00'

By:\_ Name: Anne Sasal

Title: Authorized Signatory

# **ACKNOWLEDGMENT**

IN WITNESS WHEREOF, the Grantor hereby acknowledges and agrees to this Termination and Release by its duly authorized officer as of the date first above written.

CHAMPION LABORATORIES, INC.

Name: Amy Yustick

Title: Vice President and Chief Financial Officer

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

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

# Trademarks

Mark	Registration #	Registration Date
ACE & Design	3,804,656	06/15/2010
ACE	4,050,420	11/01/2011
BUILT TO DO MORE	4,147,269	05/22/2012
CHAMP	808,484	05/17/1966
CHAMP	963,571	07/10/1973
Discus Thrower Design	1,050,522	10/19/1976
ECORE & Design	3,112,400	07/04/2006
EUROFILTER	4,176,321	07/17/2012
EXTREME CLEAN HD	4,818,292	09/22/2015
IMPERIAL	2,264,534	07/27/1999
KLEENER	970,184	10/09/1973
LUBERCOOL	951,645	01/30/1973
LUBER-FINER	897,773	09/01/1970
LUBER-FINER & Design	1,163,433	08/04/1981
LUBER-FINER & Design	4,147,270	05/22/2012
MXM & Design	3,600,762	04/07/2009
PETRO CLEAR & Design	2,257,935	06/29/1999
ROUGHNECK	3,226,590	04/10/2007
TOTALTEC	3,441,220	06/03/2008
ZGARD & Design	3,058,056	02/07/2006

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