# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM601027

| SUBMISSION TYPE:      | NEW ASSIGNMENT  |  |
|-----------------------|---|--|
| NATURE OF CONVEYANCE: | Release of Security Interest recorded at Reel/Frame 6027/0644 |  |

## **CONVEYING PARTY DATA**

| Name                       | Formerly | Execution Date | Entity Type                            |
|----------------------------|----------|----------------|--|
| NXT Capital, LLC, As Agent |          |                | Limited Liability Company:<br>DELAWARE |

## **RECEIVING PARTY DATA**

| Name:           | Pugh Lubricants LLC, as successor in interest to Apollo Lubricants, LLC |
|-----------------|---|
| Street Address: | 701 McDowell Road   |
| City:           | Asheboro  |
| State/Country:  | NORTH CAROLINA  |
| Postal Code:    | 27205   |
| Entity Type:    | Limited Liability Company: DELAWARE                                     |

## **PROPERTY NUMBERS Total: 5**

| Property Type        | Number   | Word Mark       |
|----------------------|----------|-----------------|
| Registration Number: | 5068374  | CRUISE O' MATIC |
| Registration Number: | 5068375  | CRUISE MASTER   |
| Registration Number: | 1756318  | GLACIER-GUARD   |
| Serial Number:       | 87268379 | TEXAS RED       |
| Serial Number:       | 87154070 | PURELUBE        |

## CORRESPONDENCE DATA

3129847700 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: 312-372-2000

Email: ipdocketmwe@mwe.com, jmikulina@mwe.com, zbeal@mwe.com,

ipdocketchicago@mwe.com

Jennifer M. Mikulina Correspondent Name:

Address Line 1: 444 West Lake Street, Suite 4000 Address Line 2: McDermott Will & Emery LLP Address Line 4: Chicago, ILLINOIS 60606-0029

| ATTORNEY DOCKET NUMBER: | 103789-0047            |
|-------------------------|------------------------|
| NAME OF SUBMITTER:      | Jennifer M. Mikulina   |
| SIGNATURE:              | /Jennifer M. Mikulina/ |

TRADEMARK REEL: 007068 FRAME: 0965

| DATE SIGNED:                       | 10/02/2020 |
|------------------------------------|------------|
| Total Attachments: 3               |            |
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| source=Trademark Release#page3.tif |            |

TRADEMARK REEL: 007068 FRAME: 0966

# TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of October 1, 2020, by NXT CAPITAL, LLC, as Agent ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

## WITNESSETH:

WHEREAS, Pugh Lubricants, LLC (as successor-in-interest by merger to Apollo Lubricants, LLC), a Delaware limited liability company ("<u>Grantor</u>") and Secured Party were parties to that certain Trademark Security Agreement, dated as of April 5, 2017 (the "<u>Security Agreement</u>") pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks (as defined in the Collateral Agreement referred to in the Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on <u>Schedule 1</u> hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on April 5, 2017 at Reel 6027, Frame 0644; and

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

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

- 1. Secured Party hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "<u>Trademark Collateral</u>"):
  - (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
  - (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any such Trademark, or (b) injury to the goodwill associated with any such Trademark.
- 2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

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TRADEMARK
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IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its authorized officer as of the date of this Release.

NXT CAPITAL, LLC,

as Secured Party

By:

Name: Dan Green

Title:

Managing Director

Trademark Release and Reassignment

# **SCHEDULE 1**

# **Trademark Collateral**

# **Trademark Registrations**

| Trademark Description                            | U.S. Registration No.         | Date Registered                      |
|--|-------------------------------|--------------------------------------|
| CRUISE O'MATIC<br>CRUISE MASTER<br>GLACIER-GUARD | 5068374<br>5068375<br>1756318 | 10/25/2016<br>10/25/2016<br>3/9/1993 |
|  | Trademark Applications        |                                      |
| Trademark Application Description                | U.S. Application No.          | Date Applied                         |
| TEXAS RED<br>PURELUBE                            | 87268379<br>87154070          | 12/14/2016<br>8/29/2016              |

**RECORDED: 10/02/2020** 

TRADEMARK REEL: 007068 FRAME: 0969