# CH \$615.00 49680

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM697901

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Golub Capital Markets LLC, as administrative agent		12/23/2021	Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	RelaDyne LLC
Street Address:	8280 Montgomery Road, Suite 101
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45236
Entity Type:	Limited Liability Company: DELAWARE
Name:	Four O Corporation
Street Address:	8280 Montgomery Road, Suite 101
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45236
Entity Type:	Corporation: OHIO
Name:	Sunwell Corporation
Street Address:	8280 Montgomery Road, Suite 101
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45236
Entity Type:	Corporation: TEXAS
Name:	Mid-Town Petroleum Acquisition LLC
Street Address:	8280 Montgomery Road, Suite 101
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45236
Entity Type:	Limited Liability Company: DELAWARE
Name:	Palatine Oil, LLC
Street Address:	8280 Montgomery Road, Suite 101
City:	Cincinnati

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State/Country:	OHIO
Postal Code:	45236
Entity Type:	Limited Liability Company: DELAWARE
Name:	Paulson Oil Acquisition Company LLC
Street Address:	8280 Montgomery Road, Suite 101
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45236
Entity Type:	Limited Liability Company: DELAWARE
Name:	Parker Oil Company LLC
Street Address:	9395 Kenwood Road, Suite 104
City:	Blue Ash
State/Country:	OHIO
Postal Code:	45242
Entity Type:	Limited Liability Company: DELAWARE

# **PROPERTY NUMBERS Total: 24**

		,
Property Type	Number	Word Mark
Registration Number:	4968009	DURAMAX
Registration Number:	4752373	DURAMAX
Registration Number:	4442721	OIL DISTRIBUTING COMPANY
Registration Number:	4042928	DURAMAX
Registration Number:	3704160	ALLFLEET
Registration Number:	3601529	SUPER BRAND
Registration Number:	3611466	MID-TOWN
Registration Number:	4114312	POC XPRESS
Registration Number:	4200929	FUEL FREEZE
Registration Number:	4124768	POC
Registration Number:	4124719	PALATINE OIL CO., INC.
Registration Number:	1977013	FUEL FREEDOM CARD
Registration Number:	3820365	FPS FUEL PERFORMANCE SOLUTIONS
Registration Number:	4531868	RELADYNE RELIABILITY IN MOTION
Registration Number:	4419912	ARMOR TRAC
Registration Number:	4441032	RELATECH
Registration Number:	3809310	FPS
Registration Number:	4161549	RELADYNE
Registration Number:	4154371	RELADYNE
Registration Number:	3536614	A FIRST PRIORITY SERVICE
Registration Number:	3572975	KEEPFULL

Property Type	Number	Word Mark
Registration Number:	2730346	REDIFUEL
Serial Number:	86818211	PETROCLEAN
Serial Number:	86603197	FPS FUEL PERFORMANCE SOLUTIONS

### CORRESPONDENCE DATA

**Fax Number:** 3125774565

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:** 312-577-8265

Email: kristin.brozovic@katten.com
Correspondent Name: Kristin brozovic c/o Katten

Address Line 1: 525 W Monroe St

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-242
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	12/27/2021

### **Total Attachments: 5**

source=golub reladyne trademark release 2021 (multiple grantors - july 2016)#page1.tif source=golub reladyne trademark release 2021 (multiple grantors - july 2016)#page2.tif source=golub reladyne trademark release 2021 (multiple grantors - july 2016)#page3.tif source=golub reladyne trademark release 2021 (multiple grantors - july 2016)#page4.tif source=golub reladyne trademark release 2021 (multiple grantors - july 2016)#page5.tif

### RELEASE OF TRADEMARK SECURITY AGREEMENT

This **RELEASE OF TRADEMARK SECURITY AGREEMENT**, dated as of December 23, 2021, is made by Golub Capital Markets LLC, as administrative agent (in such capacity, the "<u>Grantee</u>"), in favor of RelaDyne LLC, a Delaware limited liability company, Four O Corporation, an Ohio corporation, Sunwell Corporation, a Texas corporation, Mid-Town Petroleum Acquisition LLC, a Delaware limited liability company, Palatine Oil, LLC, a Delaware limited liability company and Parker Oil Company LLC, a Delaware limited liability company (collectively, the "<u>Grantors</u>" and each individually, a "<u>Grantor</u>").

WHEREAS, (i) the Grantors, the Grantee and others are parties to that certain Guaranty and Security Agreement, dated as of July 22, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and (ii) the Grantors and the Grantee are parties to that certain Trademark Security Agreement, dated as of July 22, 2016 (the "Trademark Security Agreement");

**WHEREAS**, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor granted to the Grantee a security interest in all of such Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below), including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to on Schedule A annexed hereto;

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (the "<u>USPTO</u>") on July 22, 2016 at Reel 5839 and Frame 0218;

**WHEREAS**, the Grantee has agreed to terminate and release its security interest in, to and under the Trademark Collateral and reassign any and all rights in the same to the Grantors; and

**WHEREAS**, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them (including by reference to other agreements) in the Security Agreement or Trademark Security Agreement, as applicable.

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby agrees as follows:

- 1. Release of Security Interest. The Grantee hereby (i) terminates the Trademark Security Agreement, and (ii) terminates, releases, relinquishes and discharges fully all mortgages, liens, and security interests granted to the Grantee for the benefit of itself and the other Secured Parties in the following (collectively, the "<u>Trademark Collateral</u>"):
  - a. all of its Trademarks, including, without limitation, those referred to on Schedule  $\underline{A}$  hereto;
  - b. all renewals and extensions of the foregoing;

- c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- d. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

and reassigns and transfers to each Grantor, without representation, warranty or recourse of any kind, any and all right, title and interest the Grantee may have in, to or under the Trademark Collateral (including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to on <u>Schedule A</u> annexed hereto).

- 2. Recordation. The Grantee hereby authorizes each Grantor, or such Grantor's authorized representative(s), as the case may be, at such Grantor's sole expense, to record this document with the USPTO and any other applicable governmental office or agency. The Grantee further authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this document, it being understood that such recordation shall be at such Grantor's sole expense.
- 3. Governing Law. This document shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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**IN WITNESS WHEREOF**, the Grantee has caused this Release of Trademark Security Agreement to be duly executed as of the date first set forth above.

GOLUB CAPITAL MARKETS LLC,

as Administrative Agent

Title: Senior Managing Director

Release of Trademark Security Agreement

**RECORDED: 12/27/2021**