

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313271

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		07/16/2014	Banking Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Spectrum Lubricants Corp.		
Street Address:	500 Industrial Park Drive		
City:	Selmer		
State/Country:	TENNESSEE		
Postal Code:	38375		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1779990	SAVE A CHAIN	
Registration Number:	3273383	SPEC-1 QUALITY PRODUCTS	
Registration Number:	3273385	STA-MIX	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	832-765-1246		
Email:	rsclegalpsxtrademark@p66.com		
Correspondent Name:	Phillips 66 Company		
Address Line 1:	P. O. Box 4428		
Address Line 2:	Intellectual property - legal		
Address Line 4:	Houston, TEXAS 77210		
ATTORNEY DOCKET NUMBER:	P-2014-0421		
NAME OF SUBMITTER:	Craig Stone		
SIGNATURE:	/Craig Stone/		
DATE SIGNED:	08/07/2014		
Total Attachments: 3			
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RELEASE OF AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT dated as of July 14, 2014, is made by Fifth Third Bank, an Ohio banking corporation, as Agent for the benefit of the Secured Creditors (as defined in the Credit Agreement, as defined in the Agreement) ("Agent").

WHEREAS, Agent and Spectrum Lubricants Corp., a Delaware corporation ("Grantor"), are parties to that certain Trademark Security Agreement dated as of March 5, 2010, which was recorded with The United States Patent and Trademark Office on March 12, 2010, in its records at Reel 4166, Frame 0693, as amended and restated by the Amended and Restated Trademark Security Agreement dated as of March 1, 2013 (as amended and restated, the "Agreement"), which was recorded with The United States Patent and Trademark Office on March 4, 2013, in its records at Reel 4974, Frame 0622. Capitalized terms used but not defined herein will have the meaning given to them in the Agreement;

WHEREAS, the Agreement granted, assigned and conveyed to Agent a security interest in all of the Grantor's right, title and interest in, to and under the Trademark Collateral, including, without limitation: (a) all of Grantor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (except as provided in the Agreement), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Grantor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications; and (g) together in each case with the goodwill of Grantor's business connected with the use of, and symbolized by, the foregoing; and

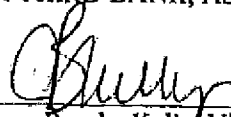
WHEREAS, Agent desires to release its rights and security interests (for the benefit of the Secured Creditors) in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent hereby fully and finally releases and terminates (i) its security interest (for the benefit of the Secured Creditors) and other rights in, to and under the Trademark Collateral and (ii) any and all other rights it may have (for the benefit of the Secured Creditors) under the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release of Amended and Restated Trademark Security Agreement to be duly executed as of the day and year first above written.

FIFTH THIRD BANK, AS AGENT

By: 
Anne Brooke Kelly, Vice President

SIGNATURE PAGE TO
RELEASE OF AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
(SPECTRUM LUBRICANTS CORP.)

TRADEMARK
REEL: 005338 FRAME: 0948

SCHEDULE I
TRADEMARKS

U.S. Federally-Registered Trademarks

Trademark	Application No.	Filing Date	Trademark No.	Registration Date
SAVE A CHAIN	74/327,583	11/2/1992	1,779,990	7/6/1993
SPEC-1 QUALITY PRODUCTS	77/003,127	9/20/2006	3,273,383	8/2/2007
STA-MIX & Design	77/003,146	9/20/2006	3,273,385	8/7/2007