OP \$115.00 3422262

ETAS ID: TM352263

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GB Credit Partners, LLC (f/k/a GB Merchant Partners, LLC)		08/19/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PETROLIANCE LLC	
Street Address:	1300 VIRGINIA DRIVE, SUITE 405	
City:	FORT WASHINGTON	
State/Country:	PENNSYLVANIA	
Postal Code:	19034	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3422262	PETROLIANCE
Registration Number:	3565465	PETROLIANCE
Registration Number:	2851082	MEDALLION PLUS
Registration Number:	2750693	MEDALLION PLUS

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000 Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	039269-0416
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	08/21/2015

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of August 19, 2015, is made by GB Credit Partners, LLC (f/k/a GB Merchant Partners, LLC), as agent (in such capacity, "Agent") for the Lenders, in favor of PetroLiance LLC, a Delaware limited liability company, with an address of 1300 Virginia Drive, Suite 405, Fort Washington, PA 19034 ("Grantor").

WHEREAS, Grantor, the other borrowers signatories thereto (collectively, "Borrowers"), the lender signatories thereto ("Lenders") and Agent entered into that certain Loan and Security Agreement (as the same may be amended or otherwise modified from time to time, the "Loan Agreement"), dated as of September 2, 2011, pursuant to which Lenders had, subject to certain conditions precedent, agreed to make loans, advances and other financial accommodations (collectively, the "Loans") to Borrowers;

WHEREAS, as a condition, among others, to the making of the Loans to Borrowers, in order to secure the prompt and complete payment, observance and performance of all of Borrowers' obligations and liabilities under the Trademark Security Agreement (as defined below), under the Loan Agreement, and under all of the other instruments, documents and agreements executed and delivered by Borrowers to Agent and Lenders in connection with the Loan Agreement (all such obligations and liabilities being hereinafter referred to collectively as the "Obligations"), Grantor executed and delivered that certain Trademark and License Security Agreement (as the same may be amended or otherwise modified from time to time, the "Trademark Security Agreement"), dated as of September 2, 2011, for its benefit and the ratable benefit of the Lenders:

WHEREAS, pursuant to the Trademark Security Agreement, Grantor granted to Agent, for its benefit and the ratable benefit of Lenders, a second priority security interest in, having priority over all other security interests (except for the Liens in favor of the First Lien Agent (subject to the Intercreditor Agreement)), with power of sale to the extent permitted by applicable law, all of Grantor's then owned or existing and filed and thereafter acquired or arising and filed:

- a) Trademarks, including without limitation, those Trademarks set forth on <u>Schedule A</u> attached hereto;
- b) the goodwill of Grantor's business connected with and symbolized by the Trademarks; and
- c) Licenses (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on September 8, 2011 at Reel/Frame 4618/0774; and

WHEREAS, Agent has agreed to terminate and release its security interest in the Trademark Collateral, and to reconvey, but without recourse or warranty of any kind, any and all rights in the Trademark Collateral to Grantor.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent hereby, but without recourse or warranty of any kind, (a) relinquishes, terminates, cancels, discharges and releases all of its security interest in the Trademark Collateral, and (b) re-assigns and re-transfers to Grantor, any and all right, title and interest it may have in the Trademark Collateral.

Agent hereby authorizes and requests that this Release be recorded at the United States Patent and Trademark Office, or any other applicable location. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Loan Agreement or the Trademark Security Agreement.

NY\7232376.2 NAI-1500493541v2 Without limitation of the express condition that Agent's actions hereunder are without recourse or warranty of any kind, Agent shall take all further actions, and provide to Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably necessary and as reasonably requested by Grantor, and at Grantor's cost and expense, to more fully and effectively effectuate this Release.

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NY\7232376.2 NAI-1500493541v2 IN WITNESS WHEREOF, Agent has caused this Release to be duly executed and delivered by its officer duly authorized as of the date first above written.

AGENT:

GB CREDIT PARTNERS, LLC

(f/k/a GB Merchant Partners, LLC)

as Agent

By:

Name:

Title:

is Duly Authorized Signal of

Schedule A

U.S. Trademarks

OWNER	REGISTRATION NUMBER	TRADEMARK
		PETROLIANCE
PetroLiance LLC	3422262	PetrøLiance
	3565465	PETROLIANCE
PetroLiance LLC		Petr ø Llance
PetroLiance LLC	2851082	MEDALLION PLUS
		MEDALLION PLUS
PetroLiance LLC	2750693	<u>Medallion</u>

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RECORDED: 08/21/2015

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