

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730623

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| JEFFERIES FINANCE LLC | | 05/23/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PETROCHOICE HOLDINGS, INC. | | |
| Street Address: | 640 Freedom Business Center Dr., Suite 400 | | |
| City: | King of Prussia | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 19406 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4422061 | SYNCHOICE | |
| Registration Number: | 4440227 | CHOICE LUBRICANTS | |
| Registration Number: | 4439247 | PETROCHOICE | |
| Registration Number: | 3696944 | PETROCHOICE | |
| Registration Number: | 3565465 | PETROLIANCE | |
| Registration Number: | 3422262 | PETROLIANCE | |
| Registration Number: | 2750693 | MEDALLION PLUS | |
| Registration Number: | 2851082 | MEDALLION PLUS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2124464900 | | |
| <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> | | | |
| Email: | susan.zablocki@kirkland.com | | |
| Correspondent Name: | Susan Zablocki | | |
| Address Line 1: | Kirkland & Ellis LLP | | |
| Address Line 2: | 601 Lexington Avenue | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 25056-11 | | |
| NAME OF SUBMITTER: | SUSAN ZABLOCKI | | |

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| SIGNATURE: | /susan zablocki/ |
| DATE SIGNED: | 05/26/2022 |
| Total Attachments: 5 source=PetroChoice - 2L Trademark Release (Executed)_(86714319_2)#page1.tif source=PetroChoice - 2L Trademark Release (Executed)_(86714319_2)#page2.tif source=PetroChoice - 2L Trademark Release (Executed)_(86714319_2)#page3.tif source=PetroChoice - 2L Trademark Release (Executed)_(86714319_2)#page4.tif source=PetroChoice - 2L Trademark Release (Executed)_(86714319_2)#page5.tif | |

RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, SECOND LIEN (this “Release”), dated as of May 23, 2022 (the “Effective Date”), is made by, JEFFERIES FINANCE LLC, a Delaware limited liability company, as Collateral Agent for the Secured Parties (in such capacity, the “Agent”), in favor of PETROCHOICE HOLDINGS, INC., a Delaware corporation (the “Grantor”). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Trademark Security Agreement (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain Security Agreement (Second Lien), dated as of August 21, 2015, by and among the Grantor, PetroLiance LLC, Barclays Bank, PLC (the “Original Agent”), and certain other parties (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantor and PetroLiance, LLC each executed and delivered a Trademark Security Agreement (Second Lien), dated as of August 21, 2015 (the “Trademark Security Agreements”), which were recorded in the United States Patent and Trademark Office (“USPTO”) on September 28, 2015 at Reel/Frame 5631/0972 (with respect to the Grantor) and at Reel/Frame 5632/0024 (with respect to PetroLiance);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreements, the Grantor and PetroLiance each granted to the Original Agent a security interest (the “Security Interest”) in all of its right, title and interest in and to the following (other than Excluded Property): (i) all (a) trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (“Trademarks”), (b) Trademark registrations that had been or may thereafter be issued or applied for thereon in the United States and any state thereof (including, without limitation, the trademarks set forth on Schedule A annexed hereto), and (c) common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof, (ii) all goodwill of its business symbolized by the Trademarks associated therewith, (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Assignor is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing, and all license fees, royalties, income, payments, claims, damages and proceeds of suit, then or thereafter due and/or payable with respect thereto and all agreements relating to the license, ownership, development, use or disclosure of any of the foregoing, (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world, and (vi) all Proceeds thereof (collectively, the “Trademark Collateral”). (the “Trademark Collateral”);

WHEREAS, PetroLiance assigned its Trademark Collateral to the Grantor on November 15, 2016, pursuant to an assignment that was recorded with the USPTO on November 16, 2016, at Reel/Frame 5921/0299;

WHEREAS, pursuant to that certain Resignation, Consent and Appointment Agreement, dated as of July 11, 2018, the Original Agent assigned to the Agent, and the Agent assumed, all of the Original Agent’s rights and obligations under the Security Agreement and the Trademark Security Agreements, including the Security Interest in the Trademark Collateral, and in furtherance thereof, executed and delivered that certain Assignment of Security Interest in Trademark Collateral (Second Lien), dated July 11, 2018, which was recorded in the USPTO on July 18, 2018 at Reel/Frame 6384/0485;

WHEREAS, Grantor has requested the Agent to release the Security Interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, hereby (i) terminates the Trademark Security Agreements, (ii) releases, discharges, terminates and cancels the Security Interest in the Trademark Collateral, and (iii) re-assigns to the Grantor any right, title or interest it may have in the Trademark Collateral, in each case without recourse to the Agent and without representation or warranty of any kind.

The Grantor, and any successor to the Grantor (including any person or entity hereafter holding any right, title or interest in or to the Trademark Collateral), is hereby authorized to record this Release in the USPTO.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized representatives as of the Effective Date.





JEFFERIES FINANCE LLC, as Agent

By: 
Name: J.R. Young
Title: Managing Director

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademarks:

| <u>Registered Owner</u> | <u>Trademark Description</u> | <u>Registration / Appl. Number</u> | <u>Registration / Appl. Date</u> |
|--------------------------------|---|---|---|
| PetroChoice Holdings, Inc. | SYNCHOICE | 4422061 | October 22, 2013 |
| PetroChoice Holdings, Inc. | CHOICE LUBRICANTS (& Design)  | 4440227 | November 26, 2013 |
| PetroChoice Holdings, Inc. | PETROCHOICE | 4439247 | November 26, 2013 |
| PetroChoice Holdings, Inc. | PETROCHOICE | 3696944 | October 13, 2009 |
| PetroChoice Holdings, Inc. | PETROLIANCE (& Design)  | 3565465 | January 20, 2009 |
| PetroChoice Holdings, Inc. | PETROLIANCE (& Design)  | 3422262 | May 6, 2008 |
| PetroChoice Holdings, Inc. | MEDALLION PLUS (& Design)  | 2750693 | August 12, 2003 |

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|-------------------------------|-------------------|---------|--------------|
| PetroChoice Holdings, Inc. | MEDALLION PLUS | 2851082 | June 8, 2004 |
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