

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3813578

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERM AND REL OF SEC INT IN PATS-1ST LIEN
CONVEYING PARTY DATA	
Name	Execution Date
CREDIT SUISSE AG, AS COLLATERAL AGENT	04/01/2016
PRESTONE PRODUCTS CORPORATION	04/01/2016
RECEIVING PARTY DATA	
Name:	FRAM GROUP IP LLC
Street Address:	1900 WEST FIELD COURT
City:	LAKE FOREST
State/Country:	ILLINOIS
Postal Code:	60045
PROPERTY NUMBERS Total: 58	
Property Type	Number
Patent Number:	5540327
Patent Number:	5571420
Patent Number:	5651916
Patent Number:	5741436
Patent Number:	5804063
Patent Number:	5809945
Patent Number:	5820752
Patent Number:	5925173
Patent Number:	6036391
Patent Number:	6143243
Patent Number:	6243906
Patent Number:	6391257
Patent Number:	6840990
Patent Number:	6881711
Patent Number:	6887597
Patent Number:	7163578
Patent Number:	7294188
Patent Number:	7442676
Patent Number:	7481948

PATENT

Property Type	Number
Patent Number:	7553801
Patent Number:	7585828
Patent Number:	7608198
Patent Number:	7611787
Patent Number:	7645331
Patent Number:	7662304
Patent Number:	7744775
Patent Number:	7749402
Patent Number:	7754097
Patent Number:	7776811
Patent Number:	7820066
Patent Number:	7854253
Patent Number:	7901824
Patent Number:	7927504
Patent Number:	D399420
Patent Number:	D416112
Patent Number:	D437556
Patent Number:	D569097
Patent Number:	D576403
Patent Number:	D576786
Patent Number:	7985349
Patent Number:	7959826
Patent Number:	8066902
Patent Number:	8696927
Patent Number:	8617415
Patent Number:	8216383
Application Number:	10723054
Application Number:	12912492
Application Number:	11223818
Application Number:	11221595
Application Number:	12758314
Application Number:	13042774
Application Number:	12500036
Application Number:	12834052
Application Number:	12500220
Application Number:	12974487
Application Number:	61428967
Application Number:	13090010

Property Type	Number
Application Number:	61446799

CORRESPONDENCE DATA

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.

Email: michael.barys@thomsonreuters.com
Correspondent Name: JENNIFER RIEHL. LEGAL ASSISTANT
Address Line 1: 80 PINE STREET
Address Line 2: CAHILL GORDON & REINDEL LLP
Address Line 4: NEW YORK, NEW YORK 10005

NAME OF SUBMITTER:	JENNIFER RIEHL
SIGNATURE:	/Jennifer Riehl/
DATE SIGNED:	04/04/2016

Total Attachments: 7

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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)
Credit Suisse AG, as Collateral Agent

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: FRAM Group IP LLC
Internal Address: _____
Street Address: 1900 West Field Court
City: Lake Forest
State: Illinois
Country: USA Zip: 60045

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):
Execution Date(s) April 1, 2016

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other Term and Rel of Sec Int in Pats-1st Lien

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s)
10/732054

B. Patent No.(s)
5540327

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
Name: Jennifer Riehl, Legal Assistant
Internal Address: Cahill Gordon & Reindel LLP
Street Address: 80 Pine Street
City: New York
State: NY Zip: 10005
Phone Number: (212) 701-3788
Docket Number: _____
Email Address: jriehl@cahill.com

6. Total number of applications and patents involved: 58

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____
Authorized User Name _____

9. Signature: Jennifer Riehl Signature April 1, 2016 Date

Name of Person Signing: Jennifer Riehl
Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ITEM 2 (cont'd)
to Patents Recordation Form Cover Sheet

Additional Conveying Parties

Entity	Address
Prestone Products Corporation	1900 West Field Court Lake Forest, IL 60045

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN PATENTS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS** (the "**Termination and Release**"), dated as of April 1, 2016, from Credit Suisse AG, as collateral agent (in such capacity, the "**Collateral Agent**") for the Secured Parties, to Prestone Products Corporation (the "**Released Grantor**") in connection with that certain First Lien Patent Security Agreement, dated as of July 29, 2011, among FRAM Group IP LLC, a Delaware limited liability company, Prestone Products Corporation, a Delaware corporation, and the Collateral Agent (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the "**First Lien Patent Security Agreement**"). Capitalized terms used herein without definition have the meanings set forth in the First Lien Collateral Agreement (defined below).

WITNESSETH:

WHEREAS, pursuant to (i) that certain First Lien Collateral Agreement, dated as of July 29, 2011 (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the "**First Lien Collateral Agreement**"), among FRAM Group Holdings Inc., a Delaware corporation, Prestone Holdings LLC, a Delaware limited liability company (formerly known as Prestone Holdings, Inc.), FRAM Group (Canada) Inc., an Ontario corporation, Autoparts Holdings Limited, a New Zealand limited liability company ("**Holdings**"), the Grantors from time to time party thereto and the Collateral Agent, and (ii) the First Lien Patent Security Agreement, the Released Grantor assigned and pledged to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and granted to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a Security Interest in the Patents owned by the Released Grantor, including the Patents identified on **Schedule I** hereto;

WHEREAS, the First Lien Patent Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office at Reel 026732, Frame 0670; and

WHEREAS, in connection with the consummation of the transactions contemplated by that certain sale and purchase agreement dated as of dated as of February 1, 2016 among Holdings and Autosupply Acquisition Inc., a Delaware corporation, pursuant to which a subsidiary of Holdings has divested itself of its entire interest in the Released Grantor, the Collateral Agent is, pursuant to Section 5.14(b) and (d) of the First Lien Collateral Agreement and this Termination and Release, terminating,

releasing and discharging the entirety of its Security Interest in the Released Grantor's Patents (including those listed on Schedule I hereto).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby agrees as follows:

1. Release of Security Interest. The Collateral Agent hereby reassigns, terminates, releases and discharges to the Released Grantor the Collateral Agent's Security Interest in all of the Released Grantor's right, title or interest in, to and under all of the Patents owned by the Released Grantor or in which the Released Grantor has any right, title or interest (including those listed on Schedule I hereto), and any right, title or interest of the Collateral Agent or any other Secured Party therein shall hereby cease and become void.

2. Further Assurances. The Collateral Agent shall, at the expense of the Released Grantor, execute and deliver to the Released Grantor all further releases and other documents (including, without limitation, Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of the Security Interest, as reasonably requested by the Released Grantor.

3. Applicable Law. This Termination and Release shall be construed in accordance with and governed by the laws of the State of New York, without regard to its conflict of laws provisions.

4. Electronic Delivery. Delivery of an executed page of this Termination and Release by facsimile transmission or other means of electronic transmission (including "pdf") shall be effective as delivery of the Termination and Release signed manually.

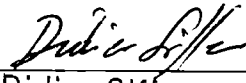
5. Miscellaneous. The execution and delivery of this Termination and Release and any document or agreement referred to herein or in connection herewith, and the taking of any action in connection herewith shall be without recourse to, or representation or warranty by, the Collateral Agent. Nothing herein shall be construed to act as a release of, or prejudice the rights of the Collateral Agent or the Secured Parties to, the security interest created under any Security Document, other than in respect of the assets being released hereunder.


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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent

By: 
Name: Didier Siffer
Title: Authorized Signatory

By: 
Name: Julia Bykhovskaia
Title: Authorized Signatory

[Signature Page to Termination and Release of First Lien Security Interest in Patents]

PATENT
REEL: 038337 FRAME: 0748

SCHEDULE I

Patents

U.S. Patents

<u>Patent No.</u>	<u>Issue Date</u>
5540327	7/30/1996
5571420	11/5/1996
5651916	7/29/1997
5741436	4/21/1998
5804063	9/8/1998
5809945	9/22/1998
5820752	10/13/1998
5925173	7/20/1999
6036391	3/14/2000
6143243	11/7/2000
6243906	6/12/2001
6391257	5/21/2002
6840990	1/11/2005
6881711	4/19/2005
6887597	5/3/2005
7163578	1/16/2007
7294188	11/13/2007
7442676	10/28/2008
7481948	1/27/2009
7553801	6/30/2009
7585828	9/8/2009
7608198	10/27/2009
7611787	11/3/2009
7645331	1/12/2010
7662304	2/16/2010
7744775	6/29/2010
7749402	7/6/2010
7754097	7/13/2010
7776811	8/17/2010
7820066	10/26/2010
7854253	12/21/2010
7901824	3/8/2011
7927504	4/19/2011
D399420	10/13/1998
D416112	11/2/1999
D437556	2/13/2001
D569097	5/20/2008
D576403	9/9/2008

<u>Patent No.</u>	<u>Issue Date</u>
D576786	9/16/2008
7985349	7/26/2011
7959826	6/14/2011
8066902	11/29/2011
8696927	4/15/2014
8617415	12/31/2013
8216383	7/10/2012

U.S. Patent Applications

<u>Patent Application No.</u>	<u>Application Date</u>
10/723054	11/25/2003
12/912492	10/26/2010
11/223818	9/9/2005
11/221595	9/8/2005
12/758314	4/12/2010
13/042774	3/8/2011
12/500036	7/9/2009
12/834052	7/12/2010
12/500220	7/9/2009
12/974487	12/21/2010
61/428967	12/31/2010
13/090010	4/19/2011
61/446799	2/25/2011