

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4207808

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS

CONVEYING PARTY DATA

Name	Execution Date
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH	12/30/2016

RECEIVING PARTY DATA

Name:	AIRTEX PRODUCTS, LP
Street Address:	2201 WAUKEGAN ROAD, SUITE 140
City:	BANNOCKBURN
State/Country:	ILLINOIS
Postal Code:	60015
Name:	CHAMPION LABORATORIES, INC.
Street Address:	2201 WAUKEGAN ROAD, SUITE 140
City:	BANNOCKBURN
State/Country:	ILLINOIS
Postal Code:	60015

PROPERTY NUMBERS Total: 19

Property Type	Number
Patent Number:	5961293
Patent Number:	6413039
Patent Number:	6830439
Patent Number:	6837219
Patent Number:	7156080
Patent Number:	7263978
Patent Number:	7406954
Patent Number:	7722344
Application Number:	14195306
Patent Number:	5772881
Patent Number:	6117311
Patent Number:	6544412
Patent Number:	6585887
Patent Number:	6645373
Patent Number:	6926827

PATENT

Property Type	Number
Patent Number:	7175761
Patent Number:	D538883
Patent Number:	D541373
Patent Number:	D570675

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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: 614-280-3566

Email: james.murray@wolterskluwer.com

Correspondent Name: JAMES MURRAY

Address Line 1: 4400 EASTON COMMONS WAY, SUITE 125

Address Line 2: CT CORPORATION

Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	JOANNE BL ARNOLD
---------------------------	------------------

SIGNATURE:	/Joanne BL Arnold/
-------------------	--------------------

DATE SIGNED:	01/03/2017
---------------------	------------

Total Attachments: 6

source=Airtex Products Patent Release#page1.tif

source=Airtex Products Patent Release#page2.tif

source=Airtex Products Patent Release#page3.tif

source=Airtex Products Patent Release#page4.tif

source=Airtex Products Patent Release#page5.tif

source=Airtex Products Patent Release#page6.tif

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

This TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS (this “Termination and Release”), dated as of December 30, 2016, from Credit Suisse AG, Cayman Islands Branch, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties, to Airtex Products, LP and Champion Laboratories, Inc. (collectively, the “Grantors”) in connection with that certain Patent Security Agreement, dated as of September 30, 2015, among the Grantors and the Collateral Agent (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the “Patent Security Agreement”). Capitalized terms used herein without definition have the meanings set forth in the Guarantee and Collateral Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to (i) that certain ABL Guarantee and Collateral Agreement dated as of September 30, 2015 (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), among UCI Holdings Limited, a New Zealand limited liability company (“Holdings”), UCI International, LLC, a Delaware limited liability company (the “Parent Borrower”), the Grantors from time to time party thereto and the Collateral Agent and (ii) the Patent Security Agreement, the Grantors 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 Grantors, including the Patents identified on Schedule I hereto;

WHEREAS, the Patent Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on October 15, 2015 at Reel 36875, Frame 663; and

WHEREAS, the Collateral Agent is, pursuant to that certain payoff letter dated as of the date hereof among Credit Suisse AG, Cayman Islands Branch, Holdings, UCI Acquisition Holdings (No. 1) Corp and the Parent Borrower and this Termination and Release, terminating, releasing and discharging the entirety of its security interest in the Grantors’ Patents (including those listed on Schedule I hereto) in accordance with Section 9.16(a) of the Guarantee and Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Patents pursuant to the Patent Security Agreement, 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 terminates, releases and discharges its security interest in all of the Grantors' right, title or interest in, to and under all of the Patents owned by the Grantors or in which the Grantors have 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 Grantors, execute and deliver to the Grantors 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 in respect of the Grantors' Patents, in each case as reasonably requested by the Grantors.

3. Applicable Law. THIS TERMINATION AND RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

4. Electronic Delivery. Delivery of an executed page to this Termination and Release by facsimile transmission or other customary means of electronic transmission (e.g., "pdf") shall be effective as delivery of a manually signed Termination and Release.

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.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

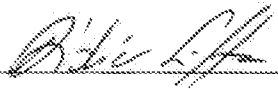
IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent

By

Name:

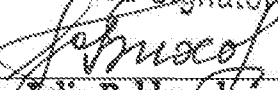
Title:


Didier Siffer
Authorized Signatory

By

Name:

Title:


Julia Bykhovskaia
Authorized Signatory

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

[[3630628]]

PATENT
REEL: 041291 FRAME: 0745

SCHEDULE I

PATENTS OWNED BY AIRTEX PRODUCTS, LP

U.S. Patents

<u>Patent No.</u>	<u>Issue Date</u>
5,961,293	10/5/1999
6,413,039	7/2/2002
6,830,439	12/14/2004
6,837,219	1/4/2005
7,156,080	1/2/2007
7,263,978	9/4/2007
7,406,954	8/5/2008
7,722,344	5/25/2010

U.S. Patent Applications

<u>Application No.</u>	<u>Application Date</u>
14/195306	3/3/2014

PATENTS OWNED BY CHAMPION LABORATORIES, INC.

U.S. Patents

<u>Patent No.</u>	<u>Issue Date</u>
5,772,881	6/30/1998
6,117,311	9/12/2000
6,544,412	4/8/2003
6,585,887	7/1/2003
6,645,373	11/11/2003
6,926,827	8/9/2005
7,175,761	2/13/2007
D538,883	3/20/2007
D541,373	4/24/2007
D570,675	6/10/2008