

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS CREDIT PARTNERS L.P.		08/13/2009	LIMITED PARTNERSHIP: BERMUDA

**RECEIVING PARTY DATA**

Name:	STANADYNE CORPORATION
Street Address:	92 Deerfield Road
City:	Windsor
State/Country:	CONNECTICUT
Postal Code:	06095
Entity Type:	CORPORATION: DELAWARE

Name:	STANADYNE AUTOMOTIVE HOLDING CORP.
Street Address:	92 Deerfield Road
City:	Windsor
State/Country:	CONNECTICUT
Postal Code:	06095
Entity Type:	CORPORATION: DELAWARE

Name:	PRECISION ENGINE PRODUCTS CORP.
Street Address:	92 Deerfield Road
City:	Windsor
State/Country:	CONNECTICUT
Postal Code:	06095
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2713355	CPN

CH \$390.00 2713355

**900141134**

**TRADEMARK  
 REEL: 004046 FRAME: 0773**

Registration Number:	1544088	FLEET STRENGTH
Registration Number:	1554608	FLEET TOUGH
Registration Number:	1699779	FUEL MANAGER
Registration Number:	1458241	FUEL SENTRY
Registration Number:	2606155	UPLIFT SEAT ASSIST
Registration Number:	0808434	PENCIL NOZZLE
Registration Number:	1555387	PERFORMANCE FORMULA
Registration Number:	1905211	PERFORMANCE FORMULA JUNIOR
Registration Number:	2027064	RSN
Registration Number:	2331658	S
Registration Number:	1622066	STANADYNE
Registration Number:	1629975	STANADYNE
Registration Number:	1556626	TIME TRAC
Registration Number:	1549700	WINTER 1000

**CORRESPONDENCE DATA**

Fax Number: (617)235-9871  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (617) 235-4925  
Email: peter.bordonaro@ropesgray.com, erin.dugan@ropesgray.com  
Correspondent Name: Peter D. Bordonaro, Ropes & Gray LLP  
Address Line 1: One International Place  
Address Line 4: Boston, CONNECTICUT 02110

ATTORNEY DOCKET NUMBER:	KOLC-033-007
NAME OF SUBMITTER:	Peter D. Bordonaro
Signature:	/peter bordonaro/
Date:	08/17/2009

Total Attachments: 8  
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**TRADEMARK RELEASE OF SECURITY INTEREST**

THIS TRADEMARK RELEASE OF SECURITY INTEREST (this "Release") is made as of August 13, 2009 by GOLDMAN SACHS CREDIT PARTNERS L.P., as Term Collateral Agent (the "Term Collateral Agent").

WITNESSETH:

WHEREAS, the Term Collateral Agent and STANADYNE CORPORATION, a Delaware corporation ("Borrower"), STANADYNE AUTOMOTIVE HOLDING CORP., a Delaware corporation ("Holdings"), and PRECISION ENGINE PRODUCTS CORP. ("Precision," and collectively along with Borrower and Holdings, the "Grantors"), were parties to that certain Trademark Security Agreement, dated as of August 6, 2004 (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Grantors granted a first priority security interest to the Term Collateral Agent, for the benefit of the holders of the First Priority Lien Obligations in the Released Trademarks (as defined below), as security for the Term Obligations (as defined in the Term Credit Agreement) owing by the Grantors to the holders of the First Priority Lien Obligations;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office, Trademark Division, on August 24, 2004 at Reel 003141, Frame 0562;

WHEREAS, the Term Obligations have now been satisfied and the Grantors have requested that the Term Collateral Agent release its security interest in the Released Trademarks and reassign the same to the Grantors.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. The Term Collateral Agent hereby terminates and releases its security interest granted pursuant to the Security Agreement with respect to all of the Grantors' right, title and interest in and to all of the following (collectively, the "Released Trademarks"):

(a) all United States federal and state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the right to use names, likenesses and biographical data, all registrations and applications for any

of the foregoing including, but not limited to, the registrations and applications referred to on Schedule I hereto (as amended or supplemented from time to time);

(b) the goodwill of the business symbolized by the foregoing, the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill;

(c) all proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit;

(d) any and all agreements granting any right in, to or under Released Trademarks to which Grantor is a party (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule I hereto (as amended from time to time); and;

(e) to the extent not otherwise included above, all proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

2. The Term Collateral Agent hereby reassigns to the Grantors, without any representation, warranty, recourse or undertaking by Term Collateral Agent, all of the Term Collateral Agent's right, title and interest in and to the Released Trademarks.

3. The Term Collateral Agent agrees to execute, acknowledge, procure and deliver any further appropriate documents as may be reasonably requested by the Grantors to evidence the Release, in each case without recourse to or representation or warranty by the Term Collateral Agent.

4. Any release, termination or reassignment pursuant to the terms of this Release, and the execution and delivery of the Release are made without recourse to or representation or warranty by the Term Collateral Agent.

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IN WITNESS WHEREOF, the undersigned has caused this Trademark Release of Security Interest to be duly executed by its duly authorized officer as of the day and year first above written.

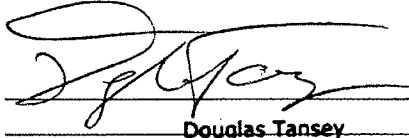
**GOLDMAN SACHS CREDIT  
PARTNERS L.P., as Term Collateral**

Agent

By:

Name:

Title:



Douglas Tansey

Authorized Signatory


Trademark Release of Security Interest

**TRADEMARK  
REEL: 004046 FRAME: 0777**

Schedule 1 to  
Trademark Release of Security Interest

FEDERAL TRADEMARK SCHEDULE


STANADYNE CORPORATION (fka Stanadyne Automotive Corporation)

<b>Mark</b>	<b>Serial No. Filing Date</b>	<b>Reg No. Reg. Date</b>
CPN	76/429,002 07/10/02	2,713,355 05/06/03 .
FLEET STRENGTH	73/762,152 11/07/88	1,544,088 06/20/89
FLEET TOUCH	73/758,921 10/21/88	1,554,608 09/05/89
FUEL MANAGER	74/062,582 05/25/90	1,699,779 07/07/92
FUEL SENTRY	73/646,914 02/27/87	1,458,241 09/22/87
LUBRICITY FORMULA	75/028,439 12/06/95	2,060,155 05/06/97
PENCIL NOZZLE	72/205,620 11/05/64	808,434 05/17/66
PERFORMANCE FORMULA	73/758,035 10/17/88	1,555,387 09/12/89
PERFORMANCE FORMULA JUNIOR	74/530,648 05/27/94	1,905,211 07/18/95
RSN	75/050,325 01/30/96	2,027,064 12/31/96
	75/592,417 11/20/98	2,331,658 03/21/00
STANADYNE	73/838,471 11/13/89	1,622,066 11/13/90
STANADYNE	73/838,474 11/13/89	1,629,975 01/01/91
TIME TRAC	73/758,033 10/17/88	1,556,626 09/19/89

<b>Mark</b>	<b>Serial No. Filing Date</b>	<b>Reg No. Reg. Date</b>
WINTER 1000	73/758,034 10/17/88	1,549,700 08/01/89



FOREIGN TRADEMARK SCHEDULE

STANADYNE CORPORATION (fka Stanadyne Automotive Corporation)

<b>Country</b>	<b>Mark</b>	<b>Serial No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
Australia	STANADYNE	455,321 11/14/86	455,321 01/13/89
Australia	STANADYNE	455,323 11/14/86	455,323 01/13/89
Austria	STANADYNE	2087 01/08/87	116,315 06/25/87
Benelux	STANADYNE	689,897 12/10/86	428,873 12/10/86
Brazil	STANADYNE	813459150 04/30/87	813459150 09/05/89
Canada	CPN	112,936,600 01/28/02	TMA609,898 05/11/04
Canada	LUBRICITY FORMULA	79,906,200 12/05/95	TMA469,987 01/28/97
Canada		89,684,100 11/19/98	TMA531,884 08/29/00
Canada	STANADYNE	81,493,800 03/25/86	TMA332,257 09/25/87
China	STANADYNE	310,536 08/03/87	310,536 03/20/88
China	STANADYNE	316,438 08/03/87	316,438 06/20/88
Finland	STANADYNE	199,001,376 03/13/90	116,273 01/20/92

Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date
France	CPN	02 3142885 01/22/02	02 3142885 01/22/02
France	FUEL MANAGER	03 3220546 04/14/03	03 3220546 04/14/03
France	Performance Formula Logo	95 576670 06/20/95	95 576670 06/20/95
France	RSN	97 661438 01/28/97	97 661438 01/28/97
France		99 768035 01/08/99	99 768035 01/08/99
France	STANADYNE	INPI828638 12/12/86	1,384,000 12/12/86
Germany	CPN	30202388 7 01/17/02	30202388 03/12/02
Germany	FUEL MANAGER	30319239 9 04/11/03	30319239 06/06/03
Germany	Performance Formula Logo	39524340 8 06/12/95	39524340 04/17/96
Germany	RSN	39620803 7 05/06/96	39620803 01/17/97
Germany		39900686 9 01/08/99	39900686 08/02/99
Germany	STANADYNE	ST 15014 7WZ 01/12/87	1118901 03/07/88
India	FUEL MANAGER	921,535 04/28/00	921535 06/08/05
India	PENCIL NOZZLE	921,536 04/28/00	921536 04/28/00
India	RSN	989,931 02/13/01	989931 09/09/05
India	S (Stylized)	921,534 04/28/00	921534 12/28/05



Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date
India	STANADYNE	471,871 05/06/87	471,871 08/31/94
India	STANADYNE	471,873 05/06/87	471,873 05/13/93
Italy	CPN	546 2002 TO 02/26/02	
Italy	FUEL MANAGER	1467 2003 TO 05/27/03	
Italy	Performance Formula Logo	1969 95 TO 06/16/95	717,517 07/16/97
Italy	RSN	1836 97 TO 07/04/97	794,029 11/29/99
Italy		217 99 TO 01/28/99	871567 07/04/02
Italy	STANADYNE	3077 96 TO 11/15/96	754434 08/20/98
Japan	STANADYNE	S48-098276 06/18/73	1584035 04/27/83
South Korea	STANADYNE	87-8441 04/24/87	164,234 12/08/88
South Korea	STANADYNE	87-8442 04/24/87	160,389 10/07/88
Mexico	CPN	534,425 02/26/02	740,983 03/26/02
Mexico	S (Stylized)	359,886 01/12/99	PENDING
Mexico	S (Stylized)	359,887 01/12/99	650,698 04/18/00
Mexico	STANADYNE	24,455 04/29/87	342,415 02/08/88
Norway		199913197 12/20/99	202,929 05/18/00
Norway	STANADYNE	19865010 12/12/86	140,490 02/22/90

Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date
South Africa	STANADYNE	86/7348 11/03/86	86/7348 05/18/88
South Africa	STANADYNE	86/7350 11/03/86	86/7350 05/18/88
Spain	CPN	2453087M5 02/05/02	2453087M5 06/20/02
Spain	FUEL MANAGER	2550900M4 07/16/03	2550900M4 12/18/03
Spain	STANADYNE	1172558M3 12/15/86	1172558M3 06/18/90
Spain	STANADYNE	1585349M7 08/17/90	1585349M7 07/05/93
Sweden	STANADYNE	198700116 01/09/87	221,325 03/01/91
Taiwan	STANADYNE	(76)-47818 09/04/87	398,418 04/16/88
Taiwan	STANADYNE	(76)-47819 09/04/87	400,029 05/01/88
Thailand	STANADYNE	167,771 08/04/87	Kor68437 05/03/88
Thailand	STANADYNE	167,772 08/04/87	Kor97092 05/03/88
United Kingdom	CPN	2290923 01/23/02	2290923 06/28/02
United Kingdom	FUEL MANAGER	2329713 04/15/03	2329713 10/31/03
United Kingdom		2188085 02/08/99	2188085 01/05/01
United Kingdom	STANADYNE	1295307 12/10/86	1295307 12/10/86
United Kingdom	STANADYNE	1295309 12/10/86	1295309 12/10/86

TRADEMARK

RECORDED: 08/17/2009

REEL: 004046 FRAME: 0782