

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AIRTEX PRODUCTS, LP		01/26/2011	LIMITED PARTNERSHIP: DELAWARE
ASC INDUSTRIES, INC.		01/26/2011	CORPORATION: OHIO
CHAMPION LABORATORIES, INC.		01/26/2011	CORPORATION: DELAWARE
WELLS MANUFACTURING, L.P.		01/26/2011	LIMITED PARTNERSHIP: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	WILMINGTON TRUST FSB, as Collateral Agent
<b>Street Address:</b>	50 SOUTH SIXTH STREET, SUITE 1290
<b>City:</b>	MINNEAPOLIS
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>Entity Type:</b>	BANK: UNITED STATES

**PROPERTY NUMBERS Total: 39**

Property Type	Number	Word Mark
Registration Number:	1121382	AIRTEX
Registration Number:	1197688	LC
Registration Number:	1219040	MASTER M
Registration Number:	1333153	M MASTER
Registration Number:	1351583	MASTER M FUEL PUMP
Registration Number:	1410397	
Registration Number:	1966706	AIRTEX ULTRAFLO
Registration Number:	2527366	AIRTEX
Registration Number:	3564980	AIRTEX
Registration Number:	3804656	ACE

**TRADEMARK**

**900182443**

**REEL: 004461 FRAME: 0634**

**OP \$990.00 1121382**

Registration Number:	963571	CHAMP
Registration Number:	1130816	CHAMP
Registration Number:	808484	CHAMP
Registration Number:	1083190	DIESELPAK
Registration Number:	1050522	
Registration Number:	3112400	ECORE
Registration Number:	1144053	FLEETPAK
Registration Number:	2264534	IMPERIAL
Registration Number:	970184	KLEENER
Registration Number:	729180	LEE
Registration Number:	951645	LUBERCOOL
Registration Number:	897773	LUBER-FINER
Registration Number:	1163433	LUBER-FINER
Registration Number:	3152650	LUBER FINER THE DRIVING FORCE IN HEAVY DUTY FILTRATION
Registration Number:	1029673	MAXIFILTER
Registration Number:	2257935	PETRO CLEAR
Registration Number:	3259024	PETRODYME
Registration Number:	3226590	ROUGHNECK
Registration Number:	668356	SALEM
Registration Number:	3441220	TOTALTEC
Registration Number:	1076810	WARNER
Registration Number:	3058056	ZGARD
Registration Number:	2215711	WELLS
Registration Number:	3346112	EWS
Registration Number:	3346113	E W S
Registration Number:	1818945	SURE YOU CAN
Serial Number:	76691690	MXM
Registration Number:	3684859	ASC
Registration Number:	3684860	ASC

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 3016380511

Email: ipresearchplus@comcast.net

**TRADEMARK**  
**REEL: 004461 FRAME: 0635**

Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: Attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	36578
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	01/27/2011

Total Attachments: 13  
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## RECORDATION FORM COVER SHEET TRADEMARKS 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):**

AIRTEX PRODUCTS, LP, a Delaware Limited Partnership

- Individual(s)                       Association  
 General Partnership            Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other \_\_\_\_\_

Citizenship (see guidelines) USA \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) JANUARY 26, 2011 \_\_\_\_\_

- Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: WILMINGTON TRUST FSB, as Collateral Agent \_\_\_\_\_

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 50 SOUTH SIXTH STREET, SUITE 1290 \_\_\_\_\_

City: MINNEAPOLIS \_\_\_\_\_

State: MN \_\_\_\_\_

Country: USA \_\_\_\_\_ Zip: 55402 \_\_\_\_\_

- Association    Citizenship \_\_\_\_\_  
 General Partnership    Citizenship \_\_\_\_\_  
 Limited Partnership    Citizenship \_\_\_\_\_  
 Corporation    Citizenship \_\_\_\_\_

Other BANK \_\_\_\_\_ Citizenship USA \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
PLEASE SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)  
PLEASE SEE ATTACHED SCHEDULE

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: IP Research Plus \_\_\_\_\_

Internal Address: \_\_\_\_\_

Attn: Penelope J.A. Agodoa \_\_\_\_\_

Street Address: \_\_\_\_\_

21 Tadcaster Circle \_\_\_\_\_

City: Waldorf \_\_\_\_\_

State: MD \_\_\_\_\_ Zip: 20602 \_\_\_\_\_

Phone Number: 301-638-0511 \_\_\_\_\_

Fax Number: 866-826-5420 \_\_\_\_\_

Email Address: orders@ipresearchplus.com \_\_\_\_\_

**6. Total number of applications and registrations involved:**

39

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card    Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

JANUARY 26, 2011

Date

DongHwa Kim

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 13

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, VA 22313-1450

Additional Conveying Party(ies):

ASC INDUSTRIES, INC., an Ohio Corporation

CHAMPION LABORATORIES, INC., a Delaware Corporation

WELLS MANUFACTURING, L.P., a Delaware Corporation

TRADEMARK SECURITY AGREEMENT dated as of January 26, 2011 (this "Agreement"), among the grantors listed on Schedule I hereto (the "U.S Grantors") and Wilmington Trust FSB, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Collateral Agreement dated as of January 26, 2011 (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the "Collateral Agreement"), among UCI International, Inc., a Delaware Corporation (as successor by merger to Uncle Acquisition 2010 Corp) (the "Closing Date Borrower"), UCI Holdings Limited ("Holdings"), the Grantors from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of January 26, 2011 (as amended, extended, restructured, renewed, novated, supplemented, restated, refunded, replaced or otherwise modified from time to time, the "Credit Agreement"), among Uncle Acquisition 2010 Corp, the Closing Date Borrower, UCI Acquisition Holdings (No. 1) Corp, a Delaware corporation, UCI Acquisition Holdings (No. 2) Corp, a Delaware corporation, Holdings, the Subsidiary Guarantors, the Lenders and Credit Suisse AG, as administrative agent to the Lenders. The Lenders have agreed to extend credit to the Borrowers pursuant to, and upon the terms and conditions specified in, the Credit Agreement. The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified pursuant to the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. Each U.S. Grantor hereby assigns and pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a Security Interest in all of such U.S. Grantor's right, title or interest in, to and under all of the Trademarks of such U.S. Grantor (including those listed on Schedule II hereto) now owned or at any time hereafter acquired by such U.S. Grantor or in which such U.S. Grantor now has or at any time in the future may acquire any right, title or interest as security for the payment or performance, as the case may be, in full of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the parties hereto for the purpose of recording the grant of the Security Interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions set forth in the Collateral Agreement.

SECTION 4. Collateral Agreement. The U.S. Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademarks are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth

herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other customary means of electronic transmission (e.g., "pdf") shall be effective as delivery of a manually signed counterpart of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

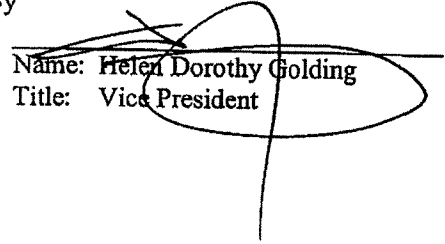
[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004461 FRAME: 0641**



AIRTEX PRODUCTS, LP

By

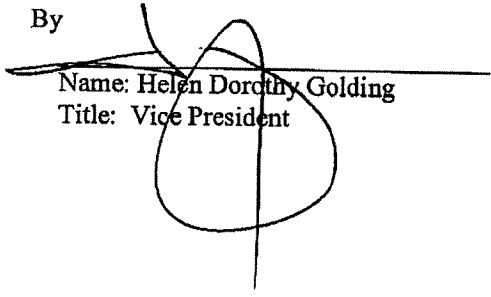
  
Name: Helen Dorothy Golding  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004461 FRAME: 0642**

CHAMPION LABORATORIES, INC.

By



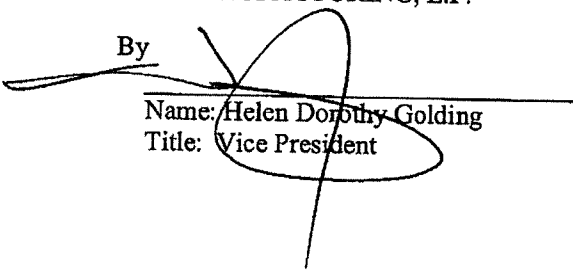
Name: Helen Dorothy Golding  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004461 FRAME: 0643**

WELLS MANUFACTURING, L.P.

By

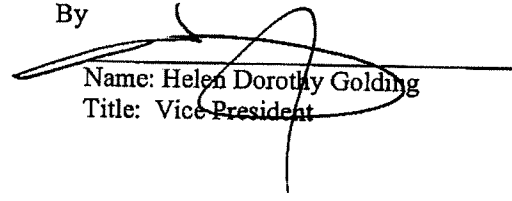
A handwritten signature in black ink, consisting of a large, stylized loop that crosses itself, with a horizontal line extending to the left and a vertical line extending downwards.

Name: Helen Dorothy Golding  
Title: Vice President

[Signature Page to Trademark Security Agreement]

ASC INDUSTRIES, INC.

By




Name: Helen Dorothy Golding  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004461 FRAME: 0645**

WILMINGTON TRUST FSB, as Collateral  
Agent,

By   
Name: **Renee Kuhl**  
Title: **Vice President**

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004461 FRAME: 0646**

Schedule I

U.S. Grantors

Airtex Products, LP  
ASC Industries, Inc.  
Champion Laboratories, Inc.  
Wells Manufacturing, L.P.

Schedule II

Trademarks

*Airtex Products, LP*

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Airtex	1,121,382	7/3/1979
LC Design only	1,197,688	6/15/1982
Master M Plus Design	1,219,040	12/7/1982
Master M - Small word Master over large M	1,333,153	4/30/1985
Master M Fuel Pump	1,351,583	7/30/1985
Miscellaneous Design Tri-Color (Design Only)	1,410,397	9/23/1986
Airtex Ultraflo	1,966,706	4/9/1996
Airtex Tri-Lingual Label W/O Auto	2,527,366	1/8/2002
AIRTEX & Design	3,564,980	1/20/2009

*ASC Industries, Inc.*

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ASC	3,684,859	9/22/2009
ASC & Design	3,684,860	9/22/2009

*Champion Laboratories, Inc.*

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ACE & Design	3,804,656	6/15/2010
CHAMP	963,571	7/10/1973
CHAMP	1,130,816	2/12/1980
CHAMP Stylized	808,484	5/17/1966
DIESELPAK	1,083,190	1/24/1978
DISCUS THROWER Design	1,050,522	10/19/1976
ECORE	3,112,400	7/4/2006
FLEETPAK	1,144,053	12/23/1980
IMPERIAL	2,264,534	7/27/1999
KLEENER	970,184	10/9/1973
LEE ON OIL FILTERS	729,180	3/27/1962
LUBERCOOL	951,645	1/30/1973
LUBER-FINER	897,773	9/1/1970
LUBER-FINER Design	1,163,433	8/4/1981

LUBER-FINER and THE DRIVING FORCE IN HEAVY DUTY FILTRATION	3,152,650	10/10/2006
MAXIFILTER	1,029,673	1/6/1976
PETRO CLEAR Design	2,257,935	6/29/1999
PETRODYME	3,259,024	7/3/2007
ROUGHNECK	3,226,590	4/10/2007
SALEM	668,356	10/14/1958
TOTALTEC	3,441,220	6/3/2008
WARNER	1,076,810	11/8/1977
ZGARD	3,058,056	2/7/2006

*Wells Manufacturing, L.P.*

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
WELLS	2,215,711	1/5/1999
EWS	3,346,112	11/27/2007
EWS Logo	3,346,113	11/27/2007
SURE YOU CAN	1,818,945	2/1/1994

Trademark Applications

*Champion Laboratories, Inc.*

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
MXM and Design	76/691,690	7/30/2008