

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Release of Security Interest in Trademark Collateral |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------|----------|----------------|-----------------------------------|
| Bank of America, N.A. | | 01/26/2011 | national association: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------|
| Name: | Airtex Products, LP |
| Street Address: | 407 West Main Street |
| City: | Fairfield |
| State/Country: | ILLINOIS |
| Postal Code: | 62837 |
| Entity Type: | LIMITED PARTNERSHIP: ILLINOIS |

| | |
|------------------------|----------------------------|
| Name: | ASC Industries, Inc. |
| Street Address: | 2100 International Parkway |
| City: | North Canton |
| State/Country: | OHIO |
| Postal Code: | 44720 |
| Entity Type: | CORPORATION: OHIO |

| | |
|------------------------|-----------------------------|
| Name: | Champion Laboratories, Inc. |
| Street Address: | 200 South Fourth Street |
| City: | Albion |
| State/Country: | ILLINOIS |
| Postal Code: | 62806 |
| Entity Type: | CORPORATION: DELAWARE |

| | |
|------------------------|---------------------------|
| Name: | Wells Manufacturing, L.P. |
| Street Address: | 26 South Brooke Street |
| City: | Fond du Lac |
| State/Country: | WISCONSIN |

900183244

TRADEMARK
 REEL: 004468 FRAME: 0232

CH \$965.00 1121382

| | |
|--------------|-------------------------------|
| Postal Code: | 54935 |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE |

PROPERTY NUMBERS Total: 38

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 1121382 | AIRTEX |
| Registration Number: | 1197688 | LC |
| Registration Number: | 1219040 | MASTER M |
| Registration Number: | 1351583 | MASTER M FUEL PUMP |
| Registration Number: | 1333153 | M MASTER |
| Registration Number: | 1410397 | |
| Registration Number: | 1966706 | AIRTEX ULTRAFLO |
| Registration Number: | 2527366 | AIRTEX |
| Registration Number: | 963571 | CHAMP |
| Registration Number: | 1130816 | CHAMP |
| Registration Number: | 808484 | CHAMP |
| Registration Number: | 1083190 | DIESELPAC |
| Registration Number: | 1050522 | |
| Registration Number: | 1144053 | FLEETPAK |
| Registration Number: | 2264534 | IMPERIAL |
| Registration Number: | 970184 | KLEENER |
| Registration Number: | 729180 | LEE |
| Registration Number: | 897773 | LUBER-FINER |
| Registration Number: | 1163433 | LUBER-FINER |
| Registration Number: | 951645 | LUBERCOOL |
| Registration Number: | 1029673 | MAXIFILTER |
| Registration Number: | 2257935 | PETRO CLEAR |
| Registration Number: | 668356 | SALEM |
| Registration Number: | 1076810 | WARNER |
| Registration Number: | 3112400 | ECORE |
| Registration Number: | 3152650 | LUBER FINER THE DRIVING FORCE IN HEAVY DUTY FILTRATION |
| Registration Number: | 3259024 | PETRODYME |
| Registration Number: | 3226590 | ROUGHNECK |
| Registration Number: | 3441220 | TOTALTEC |

| | | |
|----------------------|----------|--------------|
| Registration Number: | 3058056 | ZGARD |
| Registration Number: | 2215711 | WELLS |
| Registration Number: | 1818945 | SURE YOU CAN |
| Registration Number: | 3346113 | E W S |
| Registration Number: | 3684860 | ASC |
| Registration Number: | 3684859 | ASC |
| Serial Number: | 77776793 | ACE |
| Serial Number: | 76691690 | MXM |
| Serial Number: | 74721266 | CABIN AIRE |

CORRESPONDENCE DATA

Fax Number: (212)909-6836
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Dagmar Tricot, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

| | |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 23091-1075 |
| NAME OF SUBMITTER: | Dagmar Tricot |
| Signature: | /Dagmar Tricot/ |
| Date: | 02/04/2011 |

Total Attachments: 7
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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

WHEREAS, Airtex Products, LP, ASC Industries, Inc., Champion Laboratories, Inc. and Wells Manufacturing, L.P. (each a "Grantor" and together the "Grantors") have entered into a Guarantee and Collateral Agreement dated as of September 23, 2010 (the "Guarantee and Collateral Agreement") with Bank of America, N.A. as Administrative Agent (the "Agent") for the parties referenced in the Guarantee and Collateral Agreement (the "Lenders");

WHEREAS, under the Guarantee and Collateral Agreement the Grantors granted to the Agent, for the ratable benefit of the Lenders, a continuing security interest in and continuing lien upon, the trademarks recorded in the U.S. Patent and Trademark Office set forth on **Schedule A** hereto as evidenced by that certain Intellectual Property Security Agreement between the Grantors and Agent, on behalf of the Lenders, dated as of September 23, 2010 and recorded with the U.S. Patent and Trademark Office (the "Grant");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors have fulfilled all obligations and commitments and requested that the Agent, on behalf of the Lenders, agree to release and assign any and all interest the Agent and Lenders (the Agent and the Lenders, collectively, the "Secured Parties") may have in the Trademarks and the other Collateral (each as defined in the Grant) (the "Trademark Collateral");

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent, on behalf of the Secured Parties, agrees as follows:

1. The Secured Parties hereby release and assign to Grantor their entire right, title and interest (including, without limitation, security interests) in all Trademarks, including those set forth in **Schedule A** hereto, and all other Trademark Collateral, and declares as null and void all liens, security interests, and other claims, including any claim of ownership, of the Secured Parties with respect to the Trademarks and the other Trademark Collateral arising from the Guarantee and Collateral Agreement, or otherwise.
2. The Secured Parties hereby authorize and request that the Commissioner of Trademarks of the United States record the foregoing Secured Parties' release with the U.S. Patent and Trademark Office.
3. This Release of Security Interest in Trademark Collateral has been executed and delivered by Agent for the purpose of releasing, removing, or otherwise eliminating the security interest of the Secured Parties in the Trademarks and the other Trademark Collateral that has, in the form of the Grant, been filed with the U.S. Patent and Trademark Office.
4. The Agent agrees that, at any time and from time to time, it will promptly execute and deliver such other termination statements, releases or other agreements and instruments in form and substance reasonably satisfactory to the other parties hereto to further evidence and effect the

release of the security interests and liens granted to the undersigned pursuant to the Guarantee and Collateral Agreement and the Grant.

5. This Release of Security Interest in Trademark Collateral 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 Release of Security Interest in Trademark Collateral by facsimile transmission or other customary means of electronic transmission (including "pdf") shall be effective as delivery of a manually signed counterpart of this Release of Security Interest in Trademark Collateral.
6. This Release of Security Interest in Trademark Collateral shall be governed by and construed in accordance with the laws of the State of New York, as applied to contracts executed and to be performed in that State without regard to its conflict of laws provisions.

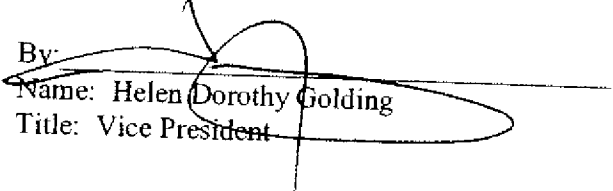
[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors and the Agent have caused this RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL to be duly executed by their respective officers thereunto duly authorized as of the 26 day of JANUARY, 2011.

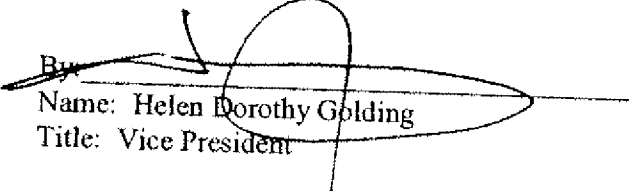
Bank of America, N.A.,
as Agent

By: Liliana Claar
Name:
Title: Liliana Claar
Vice President

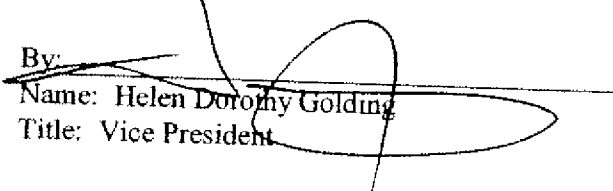
AIRTEX PRODUCTS, LP,
as Grantor

By: 
Name: Helen Dorothy Golding
Title: Vice President

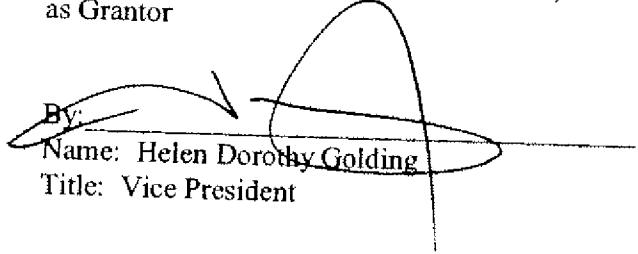
WELLS MANUFACTURING, L.P., as Grantor

By: 
Name: Helen Dorothy Golding
Title: Vice President

ASC INDUSTRIES, INC., as Grantor

By: 
Name: Helen Dorothy Golding
Title: Vice President

CHAMPION LABORATORIES, INC.,
as Grantor

By: 
Name: Helen Dorothy Golding
Title: Vice President

[RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL]

TRADEMARK
REEL: 004468 FRAME: 0238

Trademarks (and applications)

A. Airtex Products, LP

| <u>TM Number</u> | <u>TM Name and Class</u> | <u>Expiration Date</u> |
|------------------|---|------------------------|
| 1,121,382 | Airtex (word only) - Cl. 12 | 07-03-09 |
| 1,197,688 | LC Design only Cl. 6, 7, 12, 17 | 06-15-12 |
| 1,219,040 | Master M Plus Design - Cl. 12 | 12-07-12 |
| 1,351,583 | Master M & Design Triple Color Bars - Cl. 12 | 07-30-05 |
| 1,333,153 | Master M - Small word Master over large M - Cl. 12 | 04-30-05 |
| 1,410,397 | Misc Design Tri-Color-Cl. 12 | 09-23-06 |
| 1,966,706 | Airtex Ultraflow - Cl. 7 | 04-09-06 |
| 2,527,366 | Airtex Tri-Lingual Label W/O Auto | 01-08-12 |

B. Champion Laboratories, Inc.

| <u>TM Number</u> | <u>TM Name and Class</u> | <u>Filing Date</u> |
|------------------|-------------------------------------|--------------------|
| | Cabin Aire | 8/28/95 |
| 963,571 | Champ-7 | 5/17/72 |
| 1,130,816 | Champ-12 | 8/9/78 |
| 808,484 | Champ stylized-11 | 3/22/65 |
| 1,083,190 | Dieselpak-7 | 5/17/66 |
| 1,050,522 | Discuss Thrower Design-7 Euroloc | 1/29/76 |

| <u>TM Number</u> | <u>TM Name and Class</u> | <u>Filing Date</u> |
|------------------|--|--------------------|
| 1,144,053 | Fleetpak-11 | 6/22/78 |
| 2,264,534 | Imperial-7 | 3/16/98 |
| 970,184 | Kleener-7 | 5/17/72 |
| 729,180 | Lee on Oil Filters | 5/1/61 |
| 897,773 | Luber-Finer-7 | 10/11/68 |
| 1,163,433 | Luber-Finer & Design-7, 12 | 5/31/79 |
| 951,645 | Lubercool-1 | 11/8/71 |
| 1,029,673 | Maxifilter-11 | 8/30/73 |
| 2,257,935 | Petro Clear Design-7 | 9/15/97 |
| 668,356 | Salem-11 | 3/5/58 |
| 1,076,810 | Warner-7 | 10/15/74 |
| 3,112,400 | ECORE | 3/18/04 |
| 77/776793 | ACE and design | 7/8/09 |
| 3,152,650 | LUBER-FINER AND THE DRIVING FORCE IN HEAVY DUTY FILTRATION | 9/1/05 |
| 76/691690 | MXM and design | 7/30/08 |
| 3,259,024 | PETRODYME | 1/29/03 |
| 3,226,590 | ROUGHNECK | 4/10/07 |
| 3,441,220 | TOTALTEC | 6/8/06 |
| 3,058,056 | ZGARD | 2/7/06 |

C. Wells Manufacturing, L.P.

| <u>Registration Number</u> | <u>Word Mark</u> | <u>Date</u> |
|----------------------------|------------------|-------------|
|----------------------------|------------------|-------------|

| | | |
|-----------|--------------|-------------------|
| 2,215,711 | Wells | January 5, 1999 |
| 1,818,945 | Sure You Can | November 18, 1999 |
| 3,346,113 | EWS logo | November 27, 2007 |
| 3,346,212 | EWS | November 27, 2007 |

D. ACS Industries, Inc.

| <u>TM Number</u> | <u>TM Name and Class</u> | <u>Expiration Date</u> |
|------------------|--------------------------|------------------------|
| 3,684,860 | ACS - 7 | 9/22/2019 |
| 3,684,859 | ACS - 7 | 9/22/2020 |

Trademark Licenses

- 1) Trademark License Agreement between Royal Purple, Inc. and Champion Laboratories, Inc. dated August 27, 2008.
- 2) Amended and Restated Trademark Licensing Agreement between Armor AII/STP Products Company, the Clorox International Company and Champion Laboratories, Inc dated July 1, 2009.
- 3) Settlement Agreement between Champion Laboratories, Inc. and Federal-Mogul Corporation dated June 15, 2010.