

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BNP Paribas		11/01/2012	Societe Anonyme:

RECEIVING PARTY DATA

Name:	Velcon Filters, LLC
Street Address:	1210 Garden of the God Road
Internal Address:	Attn: Keith McAsian
City:	Colorado Springs
State/Country:	COLORADO
Postal Code:	80907
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1159025	AQUACON
Registration Number:	2609269	CDF
Registration Number:	3705839	FDPM
Registration Number:	0719831	HYDROKIT
Registration Number:	2022978	SUPERDRI
Registration Number:	2699139	TDS
Registration Number:	3417302	VCA
Registration Number:	1448128	VELCON
Registration Number:	0879075	VELCON
Registration Number:	3479146	VEL-MAX
Registration Number:	3583073	DEPTHFLO
Registration Number:	3583095	QUAD PRO
Registration Number:	3680422	PERFORMANCE SEPARATIONS

CH \$365.00 1159025

Serial Number:

77866918

SANIFLO

CORRESPONDENCE DATA

Fax Number:

2127288111

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone:

212 728 8000

Email:

ipdept@willkie.com

Correspondent Name:

Kim Walker c/o Willkie Farr & Gallagher

Address Line 1:

787 Seventh Avenue

Address Line 4:

New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:

119046.00012 KAW

NAME OF SUBMITTER:

Kim A. Walker

Signature:

/kaw-907/

Date:

11/13/2012

Total Attachments: 4

source=Velcon - TM Releases#page1.tif

source=Velcon - TM Releases#page2.tif

source=Velcon - TM Releases#page3.tif

source=Velcon - TM Releases#page4.tif

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

TERMINATION AND RELEASE (this "Termination and Release") dated as of November 1, 2012 by **BNP PARIBAS**, as administrative agent for and representative of the Beneficiaries (in such capacity, the "Agent"), in favor of **VELCON FILTERS, LLC**, a Delaware limited liability company (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Security Agreement, dated as of April 30, 2012, made by and among the Agent, the Obligor, and the other grantors named therein (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Obligor granted to the Agent, for the ratable benefit of the Lenders, a security interest (the "Security Interest") in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was entered into in connection with that certain Second Amended and Restated Credit Agreement, dated as April 30, 2012, made by and among the Agent, the Obligor and the Lenders;

WHEREAS, in connection with the Security Agreement, the Obligor executed that certain Grant of Trademark Security Interest, dated as of April 30, 2012, in favor of the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on July 10, 2012 at Reel 4818/Frame 0292;

WHEREAS, the Obligor has requested that the Agent: (a) terminate and release all liens and interests of the Agent in the Trademark Collateral and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office; and

WHEREAS, the Obligor has satisfied and fulfilled all of its obligations to release the Agent's Security Interest in the Trademark Collateral, and the parties seek to make record of the Agent's release to the Obligor of any and all of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement. The term "Trademark Collateral," as used herein, shall mean all of the Obligor's right, title and interest in and to the

following, whether now owned or hereafter acquired by the Obligor, wherever located, and whether now or hereafter existing or arising, in:

(a) all trademarks, service marks, designs, logos, indicia, trade names, trade dress, domain names, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (including, without limitation, the trademark applications and trademark registrations set forth on Schedule A annexed hereto (the "Trademarks"));

(b) all registrations and applications for registration of Trademarks in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto (the "Trademark Registrations"));

(c) all common law and other rights in and to Trademarks in the United States and any state thereof and in foreign countries (the "Trademark Rights");

(d) all goodwill of the business symbolized by and associated therewith; and

(e) all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits).

2. Release of Security Interest. The Agent hereby terminates, discharges and releases to the Obligor the Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Obligor or its successors and assigns, any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, discharge or reassignment to the Obligor of the Security Interest contemplated hereby.

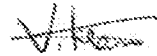
4. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

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

BNP PARIBAS

By: 
Name: **CHARLES ROMANO**
Title: **DIRECTOR**


Vikram Hiranandani
Vice President

[Signature Page to Trademark Release]

SCHEDULE A

U.S. Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>
Velcon Filters, LLC	AQUACON <i>Stylized</i>	1,159,025	6/30/1981
Velcon Filters, LLC	CDF	2,609,269	8/20/2002
Velcon Filters, LLC	FDPM	3,705,839	11/3/2009
Velcon Filters, LLC	HYDROKIT	719,831	8/15/1961
Velcon Filters, LLC	SUPERDRI <i>Stylized</i>	2,022,978	12/17/1996
Velcon Filters, LLC	TDS	2,699,139	3/25/2003
Velcon Filters, LLC	VCA	3,417,302	4/29/2008
Velcon Filters, LLC	VELCON	1,448,128	7/21/1987
Velcon Filters, LLC	VELCON	879,075	10/21/1969
Velcon Filters, LLC	VEL-MAX	3,479,146	8/05/2008
Velcon Filters, LLC	DEPTHFLO	3,583,073	3/3/2009
Velcon Filters, LLC	QUAD PRO	3,583,095	3/3/2009
Velcon Filters, LLC	PERFORMANCE SEPARATIONS	3,680,422	9/8/2009
Velcon Filters, LLC	SANIFLO	77-866,918 (application number)	11/6/2009

Foreign Trademarks:

<u>Country</u>	<u>Owner</u>	<u>Trademark</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>
Canada	Velcon Filters, LLC	AQUACON	273,705	11/12/82
United Kingdom	Velcon Filters, LLC	AQUACON	1165035	11/20/02
Canada	Velcon Filters, LLC	HYDROKIT	115,074	8/21/59
Australia	Velcon Filters, LLC	VELCON	248,443	10/14/71
Canada	Velcon Filters, LLC	VELCON	345,164	9/23/88
South Korea	Velcon Filters, LLC	VELCON	4004675530000	5/25/10
Brazil	Velcon Filters, LLC	VELCON	822005972 (application number)	8/7/07