

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346608

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB)		07/01/2015	Association: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Manufacturing, L.P.		
Street Address:	385 West Rolling Meadows Drive		
City:	Fond Du Lac		
State/Country:	WISCONSIN		
Postal Code:	54937		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2215711	WELLS	
Registration Number:	3346112	EWS	
Registration Number:	3346113	E W S	
Registration Number:	1818945	SURE YOU CAN	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Emma Hunt, Morrison & Foerster, LLP		
Address Line 1:	250 West 55th Street		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Emma Hunt, Morrison & Foerster, LLP		
SIGNATURE:	/Marina Kelly, Thomson Reuters/		
DATE SIGNED:	07/01/2015		
Total Attachments: 6			
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Schedule 1
to
Recordation Form Cover Sheet (Trademarks Only)

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

B. Trademark Registration No.(s)	C. Identification or Description of Trademarks (s) (and Filing Date if Applicable or Registration Number is unknown):
2,215,711	WELLS
3,346,112	EWS
3,346,113	EWS Logo
1,818,945	SURE YOU CAN

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

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Termination and Release"), dated as of July 1, 2015, from Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties, to Wells Manufacturing, L.P. (the "Grantor") in connection with that certain Trademark Security Agreement, dated as of January 26, 2011, among Airtex Products, LP, ASC Industries, Inc., Champion Laboratories, Inc., Wells Manufacturing, L.P. and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB) (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the "Trademark Security Agreement"). Capitalized terms used herein without definition are used as defined in the Collateral Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain 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 Holdings Limited, a New Zealand limited liability company, UCI International, LLC, a Delaware limited liability company, the Grantors from time to time party thereto and the Collateral Agent, the Grantor 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 Trademarks, including the Trademarks identified on Schedule I hereto, as further stipulated in the Trademark Security Agreement;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office at Reel 004461, Frame 0634; and

WHEREAS, the Collateral Agent is terminating and releasing the entirety of its Security Interest in the Grantor's Trademarks (including those listed on Schedule I hereto) in accordance with Section 5.14(b) and (d) of the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, 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 reassigns, terminates, releases and discharges to the Grantor the Collateral Agent's Security Interest in all of the Grantor's right, title or interest in, to and under all of the Trademarks of the Grantor (including those listed on Schedule I hereto) owned by the Grantor or in which the Grantor has any right, title or interest as security for the payment or performance, as the case may be, in full of the obligations, 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 Grantor, execute and deliver to the Grantor all further releases and other documents (including, without limitation, Uniform Commercial Code termination statements prepared by the Grantor), and take all other actions necessary or reasonably desirable for the release of the Security Interest, as reasonably requested by the Grantor.

3. Applicable Law. This Termination and Release shall be construed in accordance with and governed by the laws of the State of New York, without regard to its conflict of laws provisions.

4. Electronic Delivery. Delivery of an executed page of this Termination and Release by facsimile transmission or other means of electronic transmission (including "pdf") shall be effective as delivery of the Termination and Release signed manually.

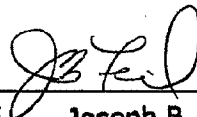
5. Miscellaneous. The execution and delivery of this Termination and Release and any document or agreement referred to herein or in connection herewith, and the taking of any action in connection herewith shall be without recourse to, or representation or warranty by, the Collateral Agent. Nothing herein 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.

* * *

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

WILMINGTON TRUST, NATIONAL
ASSOCIATION (as successor by merger to
Wilmington Trust FSB), as Collateral Agent

By: 
Name: **Joseph B. Feil**
Title: **Vice President**

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

TRADEMARK
REEL: 005567 FRAME: 0268

SCHEDULE I

Trademarks

Trademark	Registration Number
WELLS	2,215,711
EWS	3,346,112
EWS Logo	3,346,113
SURE YOU CAN	1,818,945

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