CH \$65.00 228449

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM367255 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		12/29/2015	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	GULF OIL LIMITED PARTNERSHIP		
Street Address:	200 Clarendon Street, 55th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	2284495	A NAME YOU KNOW. A NAME YOU CAN TRUST.	
Registration Number:	1647838	ADVENT 21	

CORRESPONDENCE DATA

Fax Number: 2123037064

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.

Phone: 212.318.6824

Email: christinedionne@paulhastings.com
Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	92009.00007 (R3193 F0907)	
NAME OF SUBMITTER:	Christine Dionne	
SIGNATURE:	/Christine Dionne/	
DATE SIGNED:	12/29/2015	

Total Attachments: 3

source=R3193 F0907#page1.tif source=R3193 F0907#page2.tif source=R3193 F0907#page3.tif

> TRADEMARK REEL: 005697 FRAME: 0292

900348685

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of December 29, 2015 ("Release"), is made by BANK OF AMERICA, N.A., as Administrative Agent ("Administrative Agent") in favor of GULF OIL LIMITED PARTNERSHIP, a Delaware limited partnership ("Grantor").

WHEREAS, pursuant to that certain Amended and Restated Security and Pledge Agreement dated as of April 30, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of September 27, 2005 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on November 14, 2005 at Reel 3193 Frame 0907.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

- SECTION 1. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.
- **SECTION 2.** Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the Grantor's right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and
 - (b) authorizes the recordation of this Release with the USPTO at Grantor's expense.
- SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

TRI1\918819v2

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

BANK OF AMERICA, N.A., as Administrative Agent

Name: Cindy Jordan

Title: Assistant Vice President

Schedule A

Gulf Oil Limited Partnership (Delaware Corporation)

U.S. Trademarks Subject to Security Interest Granted by Gulf Oil Limited Partnership In Favor of Bank of America, N.A., as Administrative Agent Recorded November 14, 2005 at Reel 3193 Frame 0907

Registered Marks

Mark	Reg. No. *	Reg Date
A NAME YOU KNOW, A NAME YOU CAN TRUST.	2284495	10/12/99
ADVENT 21 and Design	1647838	06/18/91

TRH\918819v2

TRADEMARK REEL: 005697 FRAME: 0295

RECORDED: 12/29/2015