

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379198

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Term and Rel of SI in TM-2nd Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, as Collateral Agent		04/01/2016	Bank: SWITZERLAND
Prestone Products Corporation		04/01/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	FRAM Group IP LLC
Street Address:	1900 West Field Court
City:	Lake Forest
State/Country:	ILLINOIS
Postal Code:	60045
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	2515149	0 TO 60
Registration Number:	2148054	ACRYSEAL SYSTEM
Registration Number:	3276869	BLINK
Registration Number:	3503568	BLINK...AND IT'S DONE!
Registration Number:	3337872	BLINK... AND IT'S DONE! MOM'S CAR SOLUTI
Registration Number:	2155250	BUG WASH
Registration Number:	2548541	COLD START
Registration Number:	3465907	DIRT BLOCKER
Registration Number:	3465908	DIRT BLOCKER
Registration Number:	1970584	DRIVEWAY HEAT
Registration Number:	2525219	
Registration Number:	1849694	
Registration Number:	2580633	
Registration Number:	3133444	PRESTONE
Registration Number:	2465619	PRESTONE
Registration Number:	2754053	PRESTONE
Registration Number:	2413029	PRESTONE
Registration Number:	0664229	PRESTONE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1206746	PRESTONE
Registration Number:	0837902	PRESTONE
Registration Number:	0702073	PRESTONE
Registration Number:	0683857	PRESTONE
Registration Number:	1012722	PRESTONE
Registration Number:	0598269	PRESTONE
Registration Number:	0590708	PRESTONE
Registration Number:	0434789	PRESTONE
Registration Number:	0181657	PRESTONE
Registration Number:	0838760	PRESTONE
Registration Number:	0839437	PRESTONE
Registration Number:	0643395	PRESTONE
Registration Number:	0595417	PRESTONE
Registration Number:	0590698	PRESTONE
Registration Number:	2626334	PRESTONE E-Z POUR
Registration Number:	2281373	PRESTONE LOW TOX
Registration Number:	2261787	PRESTONE LOW TOX
Registration Number:	3038213	PRESTONE POWER PERFORMANCE
Registration Number:	2835271	PRESTONE PROTECTION INSIDE & OUT
Registration Number:	2835156	PRESTONE QUICK FILL
Registration Number:	2854551	PRESTONE QUICK FILL
Registration Number:	0967935	PRIME
Registration Number:	3373918	TAKE BACK WINTER
Registration Number:	3336266	TAKE BACK WINTER
Registration Number:	2104228	TIRE JACK
Registration Number:	3326497	XTREME SPORT

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Jennifer Riehl, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Jennifer Riehl
SIGNATURE:	/Jennifer Riehl/
DATE SIGNED:	04/04/2016

Total Attachments: 7

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

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Termination and Release"), dated as of April 1, 2016, from Credit Suisse AG, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties, to Prestone Products Corporation (the "Released Grantor") in connection with that certain Second Lien Trademark Security Agreement, dated as of July 29, 2011, among FRAM Group IP LLC, a Delaware limited liability company, Prestone Products Corporation, a Delaware corporation, and the Collateral Agent (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the "Second Lien Trademark Security Agreement"). Capitalized terms used herein without definition have the meanings set forth in the Second Lien Collateral Agreement (defined below).

WITNESSETH:

WHEREAS, pursuant to (i) that certain Second Lien Collateral Agreement, dated as of July 29, 2011 (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the "Second Lien Collateral Agreement"), among FRAM Group Holdings Inc., a Delaware corporation, Prestone Holdings LLC, a Delaware limited liability company (formerly known as Prestone Holdings, Inc.), Autoparts Holdings Limited, a New Zealand limited liability company ("Holdings"), the Grantors from time to time party thereto and the Collateral Agent, and (ii) the Second Lien Trademark Security Agreement, the Released 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 owned by the Released Grantor, including the Trademarks identified on Schedule I hereto;

WHEREAS, the Second Lien Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office at Reel 4603, Frame 0273; and

WHEREAS, in connection with the consummation of the transactions contemplated by that certain sale and purchase agreement dated as of February 1, 2016 among Holdings and Autosupply Acquisition Inc., a Delaware corporation, pursuant to which a subsidiary of Holdings has divested itself of its entire interest in the Released Grantor, the Collateral Agent is, pursuant to Section 5.14(b) and (d) of the Second Lien Collateral Agreement and this Termination and Release, terminating, releasing and

discharging the entirety of its Security Interest in the Released Grantor's Trademarks (including those listed on Schedule I hereto).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby agrees as follows:

1. Release of Security Interest. The Collateral Agent hereby reassigns, terminates, releases and discharges to the Released Grantor the Collateral Agent's Security Interest in all of the Released Grantor's right, title or interest in, to and under all of the Trademarks owned by the Released Grantor or in which the Released Grantor has any right, title or interest (including those listed on Schedule I hereto), 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 Released Grantor, execute and deliver to the Released Grantor all further releases and other documents (including, without limitation, Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of the Security Interest, as reasonably requested by the Released 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.

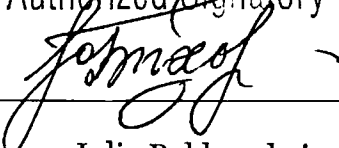
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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent

By: 
Name: Didier Siffert
Title: Authorized Signatory

By: 
Name: Julia Bykhovskaia
Title: Authorized Signatory

SCHEDULE I

Trademarks

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
0 TO 60	2515149	12/4/2001
ACRYSEAL SYSTEM	2148054	3/31/1998
BLINK	3276869	8/7/2007
BLINK...AND IT'S DONE! and design	3503568	9/23/2008
BLINK...AND IT'S DONE! MOM'S CAR SOLUTIONS and design	3337872	11/20/2007
BUG WASH	2155250	5/5/1998
COLD START	2548541	3/12/2002
DIRT BLOCKER	3465907	7/15/2008
DIRT BLOCKER	3465908	7/15/2008
DRIVEWAY HEAT	1970584	4/23/1996
Miscellaneous design (color bar)	2525219	1/1/2002
Miscellaneous design (color bar)	1849694	8/9/1994
Miscellaneous design (Yellow for Prestone)	2580633	6/18/2002
PRESTONE	3133444	8/22/2006
PRESTONE	2465619	7/3/2001
PRESTONE	2754053	8/19/2003
PRESTONE	2413029	12/12/2000
PRESTONE	664229	7/15/1958
PRESTONE	1206746	8/31/1982
PRESTONE	837902	10/31/1967
PRESTONE	702073	8/2/1960
PRESTONE	683857	8/25/1959
PRESTONE	1012722	6/10/1975
PRESTONE	598269	11/16/1954
PRESTONE	590708	6/8/1954
PRESTONE	434789	12/9/1947
PRESTONE	181657	3/25/1924
PRESTONE	838760	11/14/1967
PRESTONE	839437	11/28/1967
PRESTONE (stylized)	643395	3/26/1957
PRESTONE (stylized)	595417	9/21/1954
PRESTONE (stylized)	590698	6/8/1954
PRESTONE E-Z POUR and design	2626334	9/24/2002
PRESTONE LOW TOX	2281373	9/28/1999
PRESTONE LOW TOX and design	2261787	7/20/1999
PRESTONE POWER PERFORMANCE and design	3038213	1/3/2006
PRESTONE PROTECTION INSIDE & OUT	2835271	4/20/2004

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PRESTONE QUICK FILL	2835156	4/20/2004
PRESTONE QUICK FILL and design	2854551	6/15/2004
PRIME	967935	9/11/1973
TAKE BACK WINTER	3373918	1/22/2008
TAKE BACK WINTER and design	3336266	11/13/2007
TIRE JACK	2104228	10/7/1997
XTREME SPORT	3326497	10/30/2007