

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467793

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA, as Collateral Agent		03/29/2018	Chartered Bank: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Filtration Group Process Inc f/k/a Mahle Industrial Filtration USA, Inc.		
Street Address:	428 N. Elm Street		
City:	Nowata		
State/Country:	OKLAHOMA		
Postal Code:	74048		
Entity Type:	Corporation: OKLAHOMA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1450608	PRO GUARD	
Registration Number:	1488318	THE TRAPPER	
Registration Number:	1093187	THE TRAPPER	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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>			
Phone:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, Tweed, Hadley & McCloy, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	30045.53100		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	03/30/2018		
Total Attachments: 4			
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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS** (this "Termination"), dated as of March 29, 2018, is made by Goldman Sachs Bank USA as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"), in favor of Mahle Industrial Filtration USA, Inc. (the "Grantor"). Unless otherwise defined herein or the context otherwise requires, terms used in this Termination shall have the meanings assigned to such terms in the First Lien Pledge and Security Agreement (as defined below). For the purposes of this Termination, "Trademark Collateral" shall have the meaning assigned to such term in the First Lien Trademark Security Agreement (as defined below) and shall include, without limitation, those registrations and applications set forth on Schedule A hereto.

WHEREAS, pursuant to that (i) certain First Lien Pledge and Security Agreement, dated as of November 21, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "First Lien Pledge and Security Agreement") between the Grantor, the other grantors party thereto and the Collateral Agent and (ii) that certain First Lien Trademark Security Agreement, dated as of October 31, 2016 executed by the Grantor in favor of the Collateral Agent (the "First Lien Trademark Security Agreement"), the Grantor granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, the security interest in the Trademark Collateral granted by the Grantor to the Collateral Agent under the First Lien Trademark Security Agreement was recorded at the United States Patent and Trademark Office on October 31, 2016 at Reel 005910 and Frame 0773; and

WHEREAS, the Collateral Agent has agreed to irrevocably terminate, release and discharge its security interest and lien on all of the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities of the Grantor secured by the Trademark Collateral pursuant to the First Lien Pledge and Security Agreement and the First Lien Trademark Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The Collateral Agent, without representation, recourse or warranty of any kind, hereby irrevocably terminates, releases and discharges all of its mortgages, liens, and security interests in all of the Grantor's right, title and interest in, to and under the Trademark Collateral and hereby reassigns any and all such right, title and interest (if any) that the Collateral Agent may have in the Trademark Collateral to the Grantor.

2. The Collateral Agent authorizes and requests that the United States Commissioner of Patents and Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Termination.

3. **THIS TERMINATION AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TERMINATION SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE**

OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF
THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW
OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 

Authorized Signatory

Name: Elizabeth Fischer
Title: Authorized Signatory

Schedule A
to
Termination of Security Interest in Trademarks

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
PRO GUARD	73633057	November 19, 1986	1450608	August 4, 1987
The Trapper	73686576	September 28, 1987	1488318	May 17, 1988
The Trapper	73144836	October 17, 1977	1093187	June 13, 1978