

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5169753

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|------------------------------|----------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | JPMORGAN CHASE BANK, N.A. | 10/01/2018 |
| RECEIVING PARTY DATA | | |
| Name: | WARNER ELECTRIC TECHNOLOGY LLC | |
| Street Address: | 300 GRANITE ST. | |
| Internal Address: | SUITE 201 | |
| City: | BRAINTREE | |
| State/Country: | MASSACHUSETTS | |
| Postal Code: | 02184 | |
| Name: | Ameridrives International, LLC | |
| Street Address: | 1802 Pittsburgh Ave. | |
| City: | Erie | |
| State/Country: | PENNSYLVANIA | |
| Postal Code: | 16502 | |
| Name: | Inertia Dynamics, LLC | |
| Street Address: | 31 Industrial Park Road | |
| City: | Hartford | |
| State/Country: | CONNECTICUT | |
| Postal Code: | 06057 | |
| Name: | Kilian Manufacturing Corporation | |
| Street Address: | 1728 Burnet Avenue | |
| City: | Syracuse | |
| State/Country: | NEW YORK | |
| Postal Code: | 13206 | |
| Name: | TB WOOD'S INCORPORATED | |
| Street Address: | 440 NORTH FIFTH AVENUE | |
| City: | CHAMBERSBURG | |
| State/Country: | PENNSYLVANIA | |
| Postal Code: | 17201 | |
| Name: | Warner Electric LLC | |
| Street Address: | 449 Gardner St. | |

PATENT

| | |
|-----------------------|--------------|
| City: | South Beloit |
| State/Country: | ILLINIOS |
| Postal Code: | 61080 |

PROPERTY NUMBERS Total: 47

| Property Type | Number |
|----------------------|---------------|
| Patent Number: | 5655968 |
| Patent Number: | 5915507 |
| Patent Number: | 6488133 |
| Patent Number: | 6161659 |
| Patent Number: | 7637667 |
| Patent Number: | 5611732 |
| Patent Number: | 7390265 |
| Patent Number: | 6927513 |
| Patent Number: | 5285882 |
| Patent Number: | 5305865 |
| Patent Number: | 5337869 |
| Patent Number: | 5370209 |
| Patent Number: | 5372228 |
| Patent Number: | 5445259 |
| Patent Number: | 5549186 |
| Patent Number: | 5708955 |
| Patent Number: | 5865284 |
| Patent Number: | 6257388 |
| Patent Number: | 6364084 |
| Patent Number: | 6557236 |
| Patent Number: | 7261196 |
| Patent Number: | 7374027 |
| Patent Number: | 7389863 |
| Patent Number: | 7493996 |
| Patent Number: | 7527134 |
| Patent Number: | 7556128 |
| Patent Number: | 7591349 |
| Patent Number: | 7721864 |
| Patent Number: | 7732959 |
| Patent Number: | 7766134 |
| Patent Number: | 7900752 |
| Patent Number: | 7975818 |
| Patent Number: | 7987960 |

| Property Type | Number |
|---------------------|----------|
| Patent Number: | 8038575 |
| Patent Number: | 8123012 |
| Application Number: | 12868007 |
| Application Number: | 12968972 |
| Application Number: | 11670698 |
| Application Number: | 12048638 |
| Application Number: | 13182921 |
| Application Number: | 13348994 |
| Application Number: | 13418675 |
| Application Number: | 13425012 |
| Application Number: | 13594233 |
| Application Number: | 13594240 |
| Application Number: | 13594252 |
| Application Number: | 13594261 |

CORRESPONDENCE DATA

Fax Number: (800)494-7512

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: STEWART WALSH

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20005

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|--------------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 1001782 PAT REL 2 |
| NAME OF SUBMITTER: | EMILY OHANNESSIAN |
| SIGNATURE: | /Emily Ohannessian/ |
| DATE SIGNED: | 10/02/2018 |

Total Attachments: 8

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RELEASE OF SECURITY INTEREST
IN PATENTS

This RELEASE OF SECURITY INTEREST IN PATENTS (the "Release"), dated as of October 1, 2018, is made by JPMORGAN CHASE BANK, N.A., as lender and in its capacity as Agent ("JP Morgan"), in favor of Ameridrives International, LLC, a Delaware limited liability company, Inertia Dynamics, LLC, a Delaware limited liability company, Kilian Manufacturing Corporation, a Delaware corporation, TB Wood's Incorporated, a Pennsylvania corporation, Warner Electric LLC, a Delaware limited liability company, and Warner Electric Technology LLC, a Delaware limited liability company (each a "Grantor" and, collectively, the "Grantors"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement or the Patent Security Agreement (as those terms are defined below).

WHEREAS, JP Morgan and the Grantors are parties to (i) a Credit Agreement dated as of November 20, 2012, and (ii) a Pledge and Security Agreement dated as of November 20, 2012 (each as amended, supplemented or otherwise modified, renewed or replaced from time to time, (i) the "Credit Agreement," and (ii) the "Security Agreement," respectively);

WHEREAS, JP Morgan and the Grantors are parties to a Patent Security Agreement dated as of November 20, 2012, recorded with the USPTO at Patent Reel/Frame 029328/0105 (together, the "Patent Security Agreement");

WHEREAS, pursuant to the Patent Security Agreement, the Grantors pledged to the JP Morgan, for the benefit of the Secured Parties, a security interest (referred to in this Release as the "Security Interest") in the Grantors' right, title and interest in, to and under (collectively, the "Patent Collateral"):

- (a) all of its Patents, including those referred to on Schedule 1 hereto;
- (b) all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations of the foregoing; and
- (c) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent; and

WHEREAS, JP Morgan has agreed to terminate and release all of its and the Secured Parties' right, title and interest in or to the Patent Collateral, including the Security Interest.

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

1. Release of Lien. JP Morgan, on behalf of the Secured Parties, hereby terminates, extinguishes, cancels, releases and discharges any and all right, title and interest, including the Security Interest, in and to the Patent Collateral arising in connection with the Credit Agreement, the Security Agreement, or the Patent Security Agreement and assigns, discharges, quit claims and relinquishes unto each Grantor (in each case without recourse and without any representation or warranty) any and all right, title and interest it has in and to the Patent Collateral.

2. Further Assurances. JP Morgan shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), reasonably requested by the Grantor, and at Grantor's cost and expense, to more fully and effectively effectuate the release of liens contemplated hereby

3. Governing Law. This Release shall be construed in accordance with and governed by the laws of the State of New York, without regard to principles of conflicts of laws requiring application of the law of any other jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, JPMorgan has caused this Release to be executed and delivered by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: David Hyman
Title: Executive Director

**Schedule 1 to
Release of Security Interest in Patents**

Patent Registrations

| Grantor | Patent Name | Patent Number | Issue Date |
|----------------------------------|--|----------------------|-------------------|
| Ameridrives International, LLC | Driveshaft With Sealed Slip Joint Seal | 5,655,968 | 8/12/1997 |
| Inertia Dynamics, LLC | Power-Off Brake With Manual Release | 5,915,507 | 6/29/1999 |
| Inertia Dynamics, LLC | Clutch System and Method | 6,488,133 | 12/3/2002 |
| Inertia Dynamics, LLC | Electromagnetic Disk Brake With Rubber Friction Disk Braking Surface | 6,161,659 | 12/19/2000* |
| Kilian Manufacturing Corporation | Bearing Assembly for a Steering Assembly | 7,637,667 | 12/29/2009 |
| TB Wood's Incorporated | Flexible Coupling with End Stress Relief Structure | 5,611,732 | 6/16/1998 |
| TB Wood's Incorporated | Flexible Coupling Device | 7,390,265 | 3/18/1997 |
| Warner Electric LLC | Electromechanical screw drive actuator | 6,927,513 | 8/9/2005 |
| Warner Electric Technology LLC | Clutch with spacer for supporting a bearing | 5,285,882 | 2/15/1994 |
| Warner Electric Technology LLC | Rotor for electromagnetic coupling | 5,305,865 | 4/26/1994 |
| Warner Electric Technology LLC | Sprag retainer with rotational restraint | 5,337,869 | 8/16/1994 |
| Warner Electric Technology LLC | Electromagnetic coupling armature | 5,370,209 | 12/6/1994 |

| Grantor | Patent Name | Patent Number | Issue Date |
|--------------------------------|---|----------------------|-------------------|
| | assembly adaptable to various types of hubs | | |
| Warner Electric Technology LLC | Sound-damping armature assembly for an electromagnetic coupling | 5,372,228 | 12/13/1994 |
| Warner Electric Technology LLC | High strength electromagnetic coupling disc | 5,445,259 | 8/29/1995 |
| Warner Electric Technology LLC | Clutch/brake assembly | 5,549,186 | 8/27/1996 |
| Warner Electric Technology LLC | Method of manufacturing a component for an electromagnetic friction clutch assembly | 5,708,955 | 1/13/1998 |
| Warner Electric Technology LLC | Formlock shoes with flats | 5,865,284 | 2/2/1999 |
| Warner Electric Technology LLC | Anti-slip insert for a backstopping clutch | 6,257,388 | 7/10/2001 |
| Warner Electric Technology LLC | Armature for a Selectively Engageable and Disengageable Coupling | 6,364,084 | 4/2/2002 |
| Warner Electric Technology LLC | Armature for a Selectively Engageable and Disengageable Coupling | 6,557,236 | 5/6/2003 |
| Warner Electric Technology LLC | Drive assembly with lightweight backstopping clutch | 7,261,196 | 8/28/2007 |

| Grantor | Patent Name | Patent Number | Issue Date |
|--------------------------------|--|----------------------|-------------------|
| Warner Electric Technology LLC | Balanced flow cooling water jacket | 7,374,027 | 5/20/2008 |
| Warner Electric Technology LLC | Automatically releaseable bidirectional overrunning clutch | 7,389,863 | 6/24/2008 |
| Warner Electric Technology LLC | Rotational coupling device | 7,493,996 | 2/24/2009 |
| Warner Electric Technology LLC | Rotational coupling device | 7,527,134 | 5/5/2009 |
| Warner Electric Technology LLC | Dual actuator friction brake assembly | 7,556,128 | 7/7/2009 |
| Warner Electric Technology LLC | Liquid cooled brake assembly | 7,591,349 | 9/22/2009 |
| Warner Electric Technology LLC | Rotational coupling device with sealed key | 7,721,864 | 5/25/2010 |
| Warner Electric Technology LLC | Rotational coupling device | 7,732,959 | 6/8/2010 |
| Warner Electric Technology LLC | Balanced flow cooling water jacket | 7,766,134 | 8/3/2010 |
| Warner Electric Technology LLC | Dual actuator friction brake assembly | 7,900,752 | 3/8/2011 |
| Warner Electric Technology LLC | Rotational coupling device | 7,975,818 | 7/12/2011 |
| Warner Electric Technology LLC | Torque arm assembly for a backstopping clutch | 7,987,960 | 8/2/2011 |
| Warner Electric Technology LLC | Safety control for releasable backstopping clutch | 8,038,575 | 10/18/2011 |

| Grantor | Patent Name | Patent Number | Issue Date |
|--------------------------------|---|----------------------|-------------------|
| Warner Electric Technology LLC | Rotational coupling device with wear compensation structure | 8,123,012 | 2/28/2012 |

Applications

| Grantor | Patent Name | Application No. | Filing Date |
|--------------------------------|--|------------------------|--------------------|
| Inertia Dynamics, LLC | Wrap Spring Clutch Coupling With Quick Release Feature | 12/868,007 | 8/25/2010 |
| Inertia Dynamics, LLC | Wrap Spring Clutch Coupling With Forced Spring Clearance Disengagement | 12/968,972 | 12/15/2010 |
| Warner Electric Technology LLC | Liquid Cooled Brake With Support Columns | 11/670,698 | 2/2/2007 |
| Warner Electric Technology LLC | Rotational Coupling Device With Improved Drive Key Retention Structure | 12/048,638 | 3/14/2008 |
| Warner Electric Technology LLC | Rotational Coupling Device With Flux Leakage Path Insulator | 13/182,921 | 7/14/2011 |
| Warner Electric Technology LLC | Rotational Coupling Device With Wear Compensation Structure | 13/348,994 | 1/12/2012 |
| Warner Electric Technology LLC | Rotational Coupling Device With Improved Actuator Assembly | 13/418,675 | 3/13/2012 |
| Warner Electric Technology LLC | Pin and Pawl Style Bi-Directional Overrunning Clutch | 13/425,012 | 3/20/2012 |

| Grantor | Patent Name | Application No. | Filing Date |
|--------------------------------|---|------------------------|--------------------|
| Warner Electric Technology LLC | Rotational Coupling Device Configured for Vertical Orientation | 13/594,233 | 8/24/2012 |
| Warner Electric Technology LLC | Rotational Coupling Device With Improved Lubrication | 13/594,240 | 8/24/2012 |
| Warner Electric Technology LLC | Rotational Coupling Device With Integrated Rotor and Brake Disc | 13/594,252 | 8/24/2012 |
| Warner Electric Technology LLC | Rotational Coupling Device With Self-Contained Wet Clutch Pack | 13/594,261 | 8/24/2012 |