# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7562295

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

## **CONVEYING PARTY DATA**

Name	Execution Date
DEUTSCHE BANK AG, LONDON BRANCH (AS AGENT AND AS SUCCESSOR TRUSTEE TO DEUTSCHE TRUSTEE COMPANY LIMITED)	09/22/2022

## **RECEIVING PARTY DATA**

Name:	DAYCO EUROPE S.R.L	
Street Address:	VIA PAPA LEONE XIII, 45	
City:	CHIETI	
State/Country:	ITALY	

### **PROPERTY NUMBERS Total: 26**

Property Type	Number
Patent Number:	6001037
Patent Number:	5993340
Patent Number:	5993343
Patent Number:	7300372
Patent Number:	7901310
Patent Number:	7901308
Patent Number:	8353795
Patent Number:	8231488
Patent Number:	8156903
Patent Number:	8337344
Application Number:	11912117
Patent Number:	8083623
Patent Number:	8439780
Patent Number:	8105190
Patent Number:	8272981
Patent Number:	7942774
Patent Number:	8308590
Application Number:	11667606
Patent Number:	8182382
Patent Number:	8257211
Patent Number:	8202183

**PATENT** 

REEL: 061238 FRAME: 0636

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Property Type	Number
Patent Number:	8272983
Patent Number:	8740735
Patent Number:	8641564
Patent Number:	8292765
Patent Number:	6689004

#### CORRESPONDENCE DATA

**Fax Number:** (212)735-2000

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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Correspondent Name: SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

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Address Line 4: NEW YORK, NEW YORK 10001-8602

ATTORNEY DOCKET NUMBER:	698440/23
NAME OF SUBMITTER:	MACKINZIE NEAL
SIGNATURE:	/s/MacKinzie Neal
DATE SIGNED:	09/28/2022

#### **Total Attachments: 5**

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PATENT REEL: 061238 FRAME: 0637

# TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS (this "Agreement"), dated as of September 22, 2022, is made by Deutsche Bank AG, London Branch, a stock corporation (Aktiengesellschaft) incorporated under the laws of the Federal Republic of Germany, registered in the commercial register of the local court (Amtsgericht) in Frankfurt am Main under HRB 30000 with its registered office at Taunusanlage 12, 60325 Frankfurt am Main, Federal Republic of Germany acting through its office at Winchester House, I Great Winchester Street, London EC2N 2DB, England (the "Agent") and as trustee (the "Trustee") (as successor trustee to DEUTSCHE TRUSTEE COMPANY LIMITED, a company duly organized and existing under the laws of England & Wales, with registered office in Winchester House I, Great Winchester Street, London EC2N 2DB, United Kingdom) in favor of Dayco Europe S.r.L., a solemember limited liability company organized in Italy, with registered office in Chieti (CH), via Papa Leone XIII, 45 (the "Grantor").

#### WITNESSETH:

WHEREAS, as of December 13, 2010, Dayco USA Lux S.C.A. (formerly Mark IV USA Lux S.C.A.), a Luxembourg société en commandite par actions (the "<u>U.S. Group Issuer</u>"), Dayco Europe Lux S.C.A. (formerly Mark IV Europe Lux S.C.A.), a Luxembourg société en commandite par actions (the "<u>European Group Issuer</u>" and, together with the U.S. Group Issuer, the "<u>Issuers</u>"), the Trustee and the Agent, amongst others, entered into that certain Indenture (as amended, supplemented or otherwise modified from time to time, the "<u>Indenture</u>").

WHEREAS, in connection with the Indenture, the Grantor, Trustee (as Trustee and on behalf of the Secured Creditors) and Agent (as Agent, as well as the Common Representative under Section 12 of such agreement) entered into a Deed of Pledge of Industrial Property owned by Dayco Europe S.r.l., dated as of December 13, 2010 (as amended, supplemented or otherwise modified from time to time, the "IP Pledge"; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the IP Pledge), pursuant to which the Grantor created, jointly and pro-indiviso in favor of each of the Secured Parties, in order to secure the Secured Debts, a pledge on certain trademarks, patent applications and patents for industrial inventions, including the patents and patent applications set forth on Schedule A (collectively, the "IP Collateral") pursuant to section 138 et sequitur of the Code of Industrial Property;

WHEREAS, the IP Pledge was recorded in the Patent Division of the United States Patent and Trademark Office on February 17, 2011, at Reel 025823 and Frame 0866;

WHEREAS, the Indenture has since been discharged and has ceased to be of further effect as to all Senior Secured Notes; and

WHEREAS, pursuant to Section 10.05(a)(1)(A) of the Indenture, all Liens on the Collateral (including the IP Collateral) securing the Senior Secured Notes Obligations have been automatically and unconditionally released, without any further actions being required.

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

- Release of Security Interest. The Agent and Trustee hereby acknowledge and
  agree that any and all of its security interest in the Patent Collateral (including under the IP
  Pledge) have been automatically and unconditionally released, extinguished, cancelled and
  discharged and that the IP Pledge is of no further force or effect.
- 2. <u>Recordation</u>. The Agent and Trustee hereby authorize the Grantor or the Grantor's authorized representative to (i) record this Agreement with the United States Patent and Trademark Office, and/or (ii) otherwise record or file this Agreement in any applicable governmental office or agency.
- 3. <u>Further Assurances</u>. The Agent and Trustee hereby agree to execute, acknowledge and deliver all such further releases, termination statements, documents, agreements, certificates and instruments as may be reasonably requested by the Grantor, or their successors or assigns, to evidence the guaranty and collateral releases contemplated hereby as required under the Indenture.
- 4. <u>Governing Law.</u> THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.
- 5. <u>Delivery.</u> Delivery of an executed counterparty of a signature page to this Agreement by fax transmission or other electronic mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

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

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Title:	Alex Blewer
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DEUTSČI	•
DEUTSCI Trustee	Vice President
DEUTSCI Trustee	Vice President
	Vice President TE BANK AG, LONDON BRANCH, a
DEUTSCI Trustee By: Name:	Vice President TE BANK AG, LONDON BRANCH, a

Vice President

(Signature Page)

Schedule A

# Patents and Patent Applications of the Grantor

Title	App. No.	Filing Date	Patent No.	Issue Date
Tensioning device for belts, in	08/993,171	12/18/1997	6,001,037	12/14/1999
particular toothed belts	*			
Tightener for a transmission	09/013,224	1/26/1998	5,993,340	11/30/1999
belt		***	***************************************	
Stretcher for a transmission belt	09/012,689	1/26/1998	5,993,343	11/30/1999
Integrated pulley-torsional	10/522,210	2/24/2005	7,300,372	11/27/2007
damper assembly				
Two-arm belt tensioner for a	10/541,259	3/3/2006	7,901,310	3/8/2011
belt drive				
Pulley for a continuously	10/554,319	11/28/2006	7,901,308	3/8/2011
variable transmission				
Two-armed tensioner for the	10/575,506	5/12/2008	8,353,795	1/15/2013
drive belt of a motor vehicle				
Transmission joint pulley	11/718,318	12/10/2008	8,231,488	7/31/2012
assembly				
Actuating device of a	11/791,368	11/14/2007	8,156,903	4/17/2012
recirculation pump for a cooling				
circuit of an internal				
combustion engine				
Asymetric damping belt	11/993,385	2/25/2009	8,337,344	12/25/2012
tensioner				
Tightener for a belt drive	11/912,117	7/3/2008		
operating in the presence of oil				
Shoe tensioner for a	11/989,523	11/20/2008	8,083,623	12/27/2011
synchronous belt drive for use	•			
with oil				***************************************
Tensioner for a drive belt of a	11/988,752	11/20/2008	8,439,780	5/14/2013
motor vehicle				
Pulley assembly with an	11/996,276	10/24/2008	8,105,190	1/31/2012
improved clutch for a				
continuously variable				
transmission				
Pulley assembly for a	11/990,515	12/9/2008	8,272,981	9/25/2012
continuously variable				
transmission				
Electrical motor reducer for	11/571,883	11/26/2007	7,942,774	5/17/2011
operating an eccentric cam				
Hub-pulley assembly having a	12/087,572	11/21/2008	8,308,590	11/13/2012
rotationally disengageable				
pulley				

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PATENT REEL: 061238 FRAME: 0641

Title	App. No.	Filing Date	Patent No.	Issue Date
Belt drive with a friction wheel	11/667,606	11/20/2007		
Pulley assembly for a start-stop belt drive	12/293,605	4/10/2009	8,182,382	.5/22/2012
Pulley assembly	12/309,070	5/29/2009	8,257,211	9/4/2012
Pulley assembly	12/309,069	5/29/2009	8.202.183	6/19/2012
Pulley tensioner for a belt drive for use in contact with oil	12/312,978	2/4/2010	8,272,983	9/25/2012
Damper pulley assembly having a safety device	12/526,707	10/23/2009	8,740,735	6/3/2014
Pulley tensioner for an oil wet belt drive	12/451,884	3/26/2010	8,641,564	2/4/2014
Pulley tensioner for an oil wet belt drive	12/451,883	3/26/2010	8,292,765	10/23/2012
Continuously-variable-ratio transmission belt	09/732,567	12/8/2000	6,689,004	2/10/2004

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**RECORDED: 09/28/2022** 

PATENT REEL: 061238 FRAME: 0642