

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Tenneco Automotive Operating Company Inc.		05/25/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.
Street Address:	1111 Fannin Street
Internal Address:	Floor 10
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	4064282	EXHAUST MATE
Registration Number:	4071468	EXHAUST-MATE
Serial Number:	85410737	MAD HOT
Registration Number:	3944164	MONROE BRAKES
Serial Number:	85311714	MONROE PROSOLUTION
Serial Number:	85311718	MONROE TOTAL SOLUTION
Serial Number:	85334131	PROSOLUTION
Registration Number:	3938112	SHOCKTOBER
Registration Number:	3919213	SOUND SOLUTION
Registration Number:	4047020	SOUNDFIT
Serial Number:	85334136	TOTAL SOLUTION
Registration Number:	3216666	TRUCK STAXX
Serial Number:	85128255	XNOX

OP \$340.00 4064282

**TRADEMARK**

**CORRESPONDENCE DATA**

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 312-701-8944

**Email:** ptierney@mayerbrown.com, ejpalmer@mayerbrown.com,  
driley@mayerbrown.com, ipdocket@mayerbrown.com

**Correspondent Name:** Patrick Tierney

**Address Line 1:** PO Box 2828

**Address Line 4:** Chicago, ILLINOIS 60690-2828

<b>NAME OF SUBMITTER:</b>	Patrick Tierney
<b>Signature:</b>	/PT/
<b>Date:</b>	05/25/2012

**Total Attachments: 5**

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**EXECUTION VERSION**

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

This TRADEMARK SECURITY AGREEMENT, dated as of May 25, 2012 (this "Agreement"), is made by TENNECO AUTOMOTIVE OPERATING COMPANY INC., a Delaware corporation with principal offices at 500 North Field Drive, Lake Forest, Illinois 60045 ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, located at 1111 Fannin Street, Floor 10, Houston, Texas 77002, as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Third Amended and Restated Credit Agreement, dated as of March 22, 2012 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Tenneco Inc. (the "Borrower"), the Lenders, Bank of America, N.A., Barclays Bank PLC, Morgan Stanley Senior Funding, Inc., The Bank of Tokyo-Mitsubishi UFJ, Ltd., and Wells Fargo Bank, N.A. as Documentation Agents, Citicorp North America, Inc. as Syndication Agent and the Administrative Agent. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Collateral Agreement (as defined below).

**WHEREAS**, Grantor owns all right, title and interest in and to the United States trademark registrations and trademark applications as set forth in Schedule A attached hereto;

**WHEREAS**, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, in connection with the Credit Agreement, the Borrower and certain subsidiaries of Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of March 22, 2012, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement");

**WHEREAS**, pursuant to the Collateral Agreement, the Grantor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

**WHEREAS**, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Collateral Agreement, the Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A attached hereto)

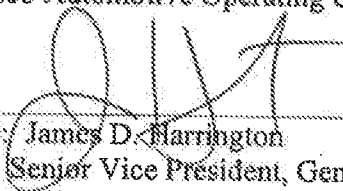
(collectively, the "Collateral"), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations provided, that upon default, any applications for trademarks or service marks filed in the United States Patent and Trademark Office (the "PTO") pursuant to 15 U.S.C. §1051 Section 116) shall not be assigned to the Administrative Agent unless and until evidence of use of the mark in interstate commerce has been submitted to and accepted by the PTO.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest granted in the Collateral are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same original.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

Tenneco Automotive Operating Company Inc.

By:   
Name: James D. Harrington  
Title: Senior Vice President, General Counsel and  
Corporate Secretary

JPMorgan Chase Bank, N.A., as  
Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.


Tenneco Automotive Operating Company Inc.

By: \_\_\_\_\_  
Name: James D. Harrington  
Title: Senior Vice President, General Counsel and  
Corporate Secretary

JPMorgan Chase Bank, N.A., as  
Administrative Agent

By:  \_\_\_\_\_  
Name: RICHARD W. DUKER  
Title: MANAGING DIRECTOR

**SCHEDULE A**

<b>#</b>	<b>Mark</b>	<b>Image</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
1.	EXHAUST MATE & Design		85/094,422	07/28/2010	4,064,282	11/29/2011
2.	EXHAUST- MATE		85/094,419	07/28/2010	4,071,468	12/13/2011
3.	MAD HOT		85/410,737	08/30/2011		
4.	MONROE BRAKES		85/106,942	08/13/2010	3,944,164	04/12/2011
5.	MONROE PROSOLUTION		85/311,714	05/04/2011		
6.	MONROE TOTAL SOLUTION		85/311,718	05/04/2011		
7.	PROSOLUTION		85/334,131	05/31/2011		
8.	SHOCKTOBER		85/132,384	09/17/2010	3,938,112	03/29/2011
9.	SOUND SOLUTION		85/028,597	05/03/2010	3,919,213	02/15/2011
10.	SOUNDFIT		85/227,485	01/27/2011	4,047,020	10/25/2011
11.	TOTAL SOLUTION		85/334,136	05/31/2011		
12.	TRUCK STAXX		78/832,504	03/08/2006	3,216,666	03/06/2007
13.	XNOX		85/128,255	09/13/2010		