

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|-----------------------|--------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Grant of Trademark Security Interest |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|----------|----------------|-----------------------|
| Dexter Axle Company | | 02/28/2014 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|--------------------------------------|
| Name: | BNP Paribas, as Administrative Agent |
| Street Address: | 787 Seventh Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10019 |
| Entity Type: | societe anonyme: FRANCE |

PROPERTY NUMBERS Total: 15

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------|
| Registration Number: | 3317908 | AIRFLEX |
| Registration Number: | 3312324 | AIRFLEX |
| Registration Number: | 4068210 | AIRFLEX |
| Registration Number: | 931666 | D |
| Registration Number: | 924612 | DEXTER |
| Registration Number: | 3709942 | E-Z FLEX |
| Registration Number: | 3859207 | E-Z LUBE |
| Registration Number: | 4049743 | GAL-DEX |
| Registration Number: | 3659050 | NEV-R-ADJUST |
| Registration Number: | 3317906 | NEV-R-LUBE |
| Registration Number: | 2466097 | NORTHERN BREEZE |
| Registration Number: | 3243605 | PREDATOR DX2 |
| Registration Number: | 3388810 | PREDATOR SERIES |
| Registration Number: | 1392362 | TORFLEX |

OP \$390.00 3317908

Registration Number:

3804373

VENTLINE

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.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

049018-0026

NAME OF SUBMITTER:

Rhonda DeLeon

Signature:

/Rhonda DeLeon/

Date:

03/07/2014

Total Attachments: 6

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, DEXTER AXLE COMPANY, a Delaware corporation (“**Company**”), and **DEXTER MARINE PRODUCTS LLC**, a Delaware limited liability company (“**Dexter Marine Products**”, and together with Company, “**Grantors**”) own and use in their businesses, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Company (“**Company**”) has entered into a Credit Agreement, dated as of February 28, 2014 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and permitted assigns party to the Credit Agreement from time to time, the “**Lenders**”), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Swap Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, “**Swap Counterparties**”);

WHEREAS, Dexter Marine Products has executed and delivered that certain Subsidiary Guaranty dated as of February 28, 2014 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of February 28, 2014 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantors, Secured Party and the other grantors named therein, Grantors have created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantors to Secured Party pursuant to the Security Agreement, Grantors hereby grant to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or

Grant of Trademark Security Interest
to Security Agreement

in which Grantors now have or hereafter acquire an interest and wherever the same may be located (the **“Trademark Collateral”**):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantors, or hereafter adopted and used, in its business (including, without limitation, the trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the **“Trademarks”**), all registrations that have been or may hereafter be issued or applied for thereon, all common law and other rights (but in no event any of the obligations) in and to the Trademarks, and all goodwill of such Grantors’ businesses symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **“proceeds”** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.


Grantors do hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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Grant of Trademark Security Interest
to Security Agreement

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 28th day of February, 2014

DEXTER AXLE COMPANY

By: 
Name: Bernard J. Bolka III
Title: Vice President, Chief Financial Officer and Secretary

DEXTER MARINE PRODUCTS LLC

By: 
Name: Bernard J. Bolka III
Title: Vice President and Treasurer

BNP PARIBAS

By: _____
Name: _____
Title: _____

Grant of Trademark Security Interest
to Security Agreement

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 28th day of February, 2014.

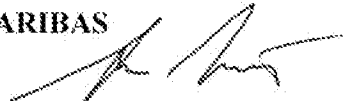
DEXTER AXLE COMPANY

By: _____
Name: _____
Title: _____

DEXTER MARINE PRODUCTS LLC

By: _____
Name: Bernard J. Bolka III
Title: Vice President and Treasurer

BNP PARIBAS

By:  _____
Name: SEAN DAVENPORT
Title: MANAGING DIRECTOR

Grant of Trademark Security Interest
to Security Agreement

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

| Mark | Country | Serial No. | Application Date | Registration No. | Registration Date | Status of Mark | Current Owner / Applicant |
|--------------------------|---------|------------|------------------|------------------|-------------------|----------------|---------------------------|
| AIRFLEX | U.S. | 78/907,815 | 14-Jun-2006 | 3,317,908 | 23-Oct-2007 | Registered | DEXTER AXLE COMPANY |
| AIRFLEX & DESIGN | U.S. | 78/908,076 | 14-Jun-2006 | 3,312,324 | 16-Oct-2007 | Registered | DEXTER AXLE COMPANY |
| AIRFLEX & DESIGN | U.S. | 85/096,648 | 30-Jul-2010 | 4,068,210 | 06-Dec-2011 | Registered | DEXTER AXLE COMPANY |
| D | U.S. | 72/352,330 | 25-Feb-1970 | 931,666 | 04-Apr-1972 | Registered | DEXTER AXLE COMPANY |
| DEXTER | U.S. | 72/352,329 | 25-Feb-1970 | 924,612 | 30-Nov-1971 | Renewed | DEXTER AXLE COMPANY |
| E-Z FLEX | U.S. | 77/533,429 | 29-Jul-2008 | 3,709,942 | 10-Nov-2009 | Registered | DEXTER AXLE COMPANY |
| E-Z LUBE | U.S. | 77/826,441 | 15-Sep-2009 | 3,859,207 | 12-Oct-2010 | Registered | DEXTER AXLE COMPANY |
| GAL-DEX | U.S. | 77/790,210 | 27-Jul-2009 | 4,049,743 | 01-Nov-2011 | Registered | DEXTER AXLE COMPANY |
| NEV-R-ADJUST | U.S. | 77/452,103 | 18-Apr-2008 | 3,659,050 | 21-Jul-2009 | Registered | DEXTER AXLE COMPANY |
| NEV-R-LUBE | U.S. | 78/907,694 | 14-Jun-2006 | 3,317,906 | 23-Oct-2007 | Registered | DEXTER AXLE COMPANY |
| NORTHERN BREEZE | U.S. | 75/535,520 | 12-Aug-1998 | 2,466,097 | 03-Jul-2001 | Renewed | DEXTER AXLE COMPANY |
| PREDATOR DX2 & Design | U.S. | 78/582,432 | 10-Dec-2005 | 3,243,605 | 22-May-2007 | Registered | DEXTER AXLE COMPANY |
| PREDATOR SERIES & Design | U.S. | 78/582,340 | 08-Mar-2005 | 3,388,810 | 26-Feb-2008 | Registered | DEXTER AXLE COMPANY |
| TORFLEX | U.S. | 73/547,298 | 10-Jul-1985 | 1,392,362 | 06-May-1986 | Renewed | DEXTER AXLE COMPANY |

| Mark | Country | Serial No. | Application Date | Registration No. | Registration Date | Status of Mark | Current Owner / Applicant |
|----------------------------|---------|------------|------------------|------------------|-------------------|----------------------------------|----------------------------|
| VENTLINE | U.S. | 77/702,359 | 30-Mar-2009 | 3,804,373 | 15-Jun-2010 | Registered | DEXTER AXLE COMPANY |
| BEARING LUBE | U.S. | 77713945 | 14-APR-2009 | 3705097 | 03-NOV-2009 | Registered Section 2(F) | DEXTER MARINE PRODUCTS LLC |
| UNIQUE FUNCTIONAL PRODUCTS | U.S. | 77105799 | 13-FEB-2007 | 3396649 | 11-MAR-2008 | Registered Supplemental Register | DEXTER MARINE PRODUCTS LLC |
| UFP | U.S. | 77008708 | 27-SEP-2006 | 3270961 | 31-JUL-2007 | Registered | DEXTER MARINE PRODUCTS LLC |
| SPINDO SEAL | U.S. | 75265811 | 28-MAR-1997 | 2254129 | 15-JUN-1999 | Renewed (Registered) | DEXTER MARINE PRODUCTS LLC |
| TRAILER BUDDY | U.S. | 75125776 | 26-JUN-1996 | 2135013 | 03-FEB-1998 | Renewed (Registered) | DEXTER MARINE PRODUCTS LLC |
| AUTO CHECK | U.S. | 74289798 | 30-JUN-1992 | 1755185 | 02-MAR-1993 | Renewed (Registered) | DEXTER MARINE PRODUCTS LLC |

Grant of Trademark Security Interest
to Security Agreement

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RECORDED: 03/07/2014

TRADEMARK
REEL: 005233 FRAME: 0414