

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326659

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|-----------------------|
| Tenneco Automotive Operating Company Inc. | | 12/08/2014 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | JPMorgan Chase Bank, N.A., as Administrative Agent |
| Street Address: | 10 S. Dearborn, 7th Floor |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 19

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------------------------|
| Registration Number: | 4309233 | DYNOMAX |
| Registration Number: | 4563983 | NOISEBRAKER |
| Registration Number: | 4313162 | QUICK-FIT |
| Registration Number: | 4395792 | QUICKLIFT |
| Registration Number: | 4352855 | RIDE SAFE |
| Registration Number: | 4450306 | ROCKGEAR |
| Registration Number: | 4500477 | RS5000 |
| Registration Number: | 4395794 | RS7000 |
| Registration Number: | 4500478 | RS9000 |
| Registration Number: | 4389546 | SEVERE SOLUTION |
| Serial Number: | 86187694 | SIGNATURE SOUND |
| Serial Number: | 86140255 | SOLID SCR |
| Registration Number: | 4295834 | SOUNDFX |
| Registration Number: | 4438967 | SUPER TURBO |
| Serial Number: | 86031417 | TECH-FIT |
| Registration Number: | 4341401 | TWIN TECHNOLOGY ACTIVE CONTROL SYSTEM |
| Registration Number: | 4435275 | ULTRA FLO |
| Serial Number: | 85832899 | WALKER |
| Registration Number: | 4498168 | XNOX |

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 2124552502*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:** (212) 455-2895**Email:** ksolomon@stblaw.com**Correspondent Name:** Samantha J. Himelman, Esq.**Address Line 1:** Simpson Thacher & Bartlett LLP**Address Line 2:** 425 Lexington Avenue**Address Line 4:** New York, NEW YORK 10017

| | |
|--------------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 509265/0659 |
| NAME OF SUBMITTER: | Samantha J. Himelman |
| SIGNATURE: | /sjh/ |
| DATE SIGNED: | 12/18/2014 |

Total Attachments: 5

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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of December 8, 2014 is made by Tenneco Automotive Operating Company Inc., a Delaware corporation formerly known as Tenneco Automotive Inc. (the “Obligor”), in favor of JPMorgan Chase Bank, N.A., a national banking association, located at 10 S. Dearborn, 7th Floor, Chicago, IL 60603, as Administrative Agent (the “Administrative Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Fourth Amended and Restated Credit Agreement, dated as of December 8, 2014 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Tenneco Inc., a Delaware corporation (the “Borrower”), the Lenders, Citibank, N.A., Morgan Stanley Senior Funding, Inc., The Bank of Tokyo–Mitsubishi UFJ, Ltd. and Wells Fargo Bank, N.A., as documentation agents, Bank of America, N.A. and Barclays Bank PLC, as syndication agents, and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, the Borrower has entered into that certain Third Amended and Restated Credit Agreement dated as of March 22, 2012, with the banks and other financial institutions from time to time parties thereto, 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 (as further amended, the “Existing Credit Agreement”);

WHEREAS, the Existing Credit Agreement has been amended and restated pursuant to the Credit Agreement and all obligations, liabilities, indebtedness and liens created by the Existing Credit Agreement are continued unimpaired and in full force and effect pursuant to the Credit Agreement;

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally made and agreed to continue 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 Obligor and certain other entities related to the Borrower have executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of December 8, 2014, in favor of Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor 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, whether now owned or hereafter acquired by the Obligor;

WHEREAS, after execution of the Existing Credit Agreement, additional Trademarks (including those set forth on Schedule A hereto) have been acquired by the Obligor; and

WHEREAS, pursuant to the foregoing, the Obligor 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 in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. 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 Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks listed on Schedule A hereto, to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.


SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together 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: Gene Riego de Dios
Title: Vice President

SCHEDULE A - U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

| <u>TRADEMARK</u> | <u>OWNER</u> | <u>Application No.</u> | <u>Registration No.</u> |
|--|---|------------------------|-------------------------|
| DYNOMAX | Tenneco Automotive Operating Company Inc. | 85/752,727 | 4,309,233 |
| NOISEBREAKER | Tenneco Automotive Operating Company Inc. | 86/131,181 | 4,563,983 |
| QUICK-FIT | Tenneco Automotive Operating Company Inc. | 85/748,249 | 4,313,162 |
| QUICKLIFT | Tenneco Automotive Operating Company Inc. | 85/831,481 | 4,395,792 |
| RIDESAFE | Tenneco Automotive Operating Company Inc. | 85/675,462 | 4,352,855 |
| ROCKGEAR | Tenneco Automotive Operating Company Inc. | 85/844,355 | 4,450,306 |
| RS5000 | Tenneco Automotive Operating Company Inc. | 85/831,492 | 4,500,477 |
| RS7000 | Tenneco Automotive Operating Company Inc. | 85/831,499 | 4,395,794 |
| RS9000 | Tenneco Automotive Operating Company Inc. | 85/831,502 | 4,500,478 |
| SEVERE SOLUTION | Tenneco Automotive Operating Company Inc. | 85/727,187 | 4,389,546 |
| SIGNATURE SOUND | Tenneco Automotive Operating Company Inc. | 86/187,694 | Pending |
| SOLID SCR | Tenneco Automotive Operating Company Inc. | 86/140,255 | Pending |
| SOUNDFX | Tenneco Automotive Operating Company Inc. | 85/755,230 | 4,295,834 |
| SUPER TURBO | Tenneco Automotive Operating Company Inc. | 85/831,506 | 4,438,967 |
| TECH-FIT | Tenneco Automotive Operating Company Inc. | 86/031,417 | Pending |
| TWIN TECHNOLOGY ACTIVE CONTROL SYSTEM & Design | Tenneco Automotive Operating Company Inc. | 85/682,580 | 4,341,401 |
| ULTRAFLO | Tenneco Automotive Operating Company Inc. | 85/831,509 | 4,435,275 |
| WALKER & Design (New) | Tenneco Automotive Operating Company Inc. | 85/832,899 | Pending |
| XNOX | Tenneco Automotive Operating Company Inc. | 86/059,148 | 4,498,168 |