

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM328951

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A.		01/13/2015	Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Delphi Technologies, Inc.		
<b>Street Address:</b>	5725 Dephi Drive		
<b>City:</b>	Troy		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48098		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2833482	DELPHI	
<b>Registration Number:</b>	2436360	DELPHI	
<b>Registration Number:</b>	2030835	DELPHI	
<b>Registration Number:</b>	2577022	DELPHI	
<b>Registration Number:</b>	2919187	DELPHI	
<b>Registration Number:</b>	3127203	DELPHI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<i>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.</i>		
<b>Email:</b>	marina.kelly@thomsonreuters.com		
<b>Correspondent Name:</b>	Elaine Carrera, Legal Assistant		
<b>Address Line 1:</b>	80 Pine Street		
<b>Address Line 2:</b>	c/o Cahill Gordon & Reindel LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera, Legal Assistant		
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/		
<b>DATE SIGNED:</b>	01/14/2015		
<b>Total Attachments:</b>	5		

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## TRADEMARK SECURITY RELEASE

**THIS TRADEMARK SECURITY RELEASE** (this “**Release**”) is made and entered into as of this 13 day of January 2015 by and among JPMorgan Chase Bank, N.A., as administrative agent for the Secured Parties (in such capacity, the “**Administrative Agent**”), in favor of Delphi Technologies, Inc. (the “**Grantor**”). All capitalized terms used but not defined herein have the meanings set forth in the Trademark Security Agreement (as defined below).

**WHEREAS**, the Grantor and the Administrative Agent are party to that certain Trademark Security Agreement, dated as of April 24, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time (the “**Trademark Security Agreement**”);

**WHEREAS**, pursuant to the Trademark Security Agreement, the Grantor granted to the Administrative Agent, a lien on and security interest in, the Trademark Collateral, including, without limitation, the Trademarks set forth on Schedule A hereto;

**WHEREAS**, the Trademark Security Agreement was recorded with the United Patent and Trademark Office on April 18, 2011 at reel 004523, frame 0728; and

**NOW, THEREFORE**, in consideration of the foregoing, the Administrative Agent, intending to be legally bound, agrees as follows:

1. The Administrative Agent does hereby (i) terminate the Trademark Security Agreement, and (ii) absolutely, unconditionally and irrevocably terminate, cancel, release and forever discharge and convey to the Grantor, their successors, assigns and other legal representatives, without representation or warranty of any kind, all of the Administrative Agent’s or its predecessors, successors and assigns right, title and interest in and to the Trademark Collateral, including, without limitation, the Trademarks set forth on Schedule A attached hereto.
2. The Administrative Agent authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Release.
3. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the Administrative Agent and the Grantor.
4. The Administrative Agent shall take all further actions, and provide to the Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments in form and substance reasonably satisfactory to the Administrative Agent), at the sole cost and expense of the Grantor, reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release.

5. This Release shall be governed by and construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the law of another jurisdiction.

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IN WITNESS WHEREOF, the undersigned has entered into this Release as of the date first above written, intending to be legally bound.

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

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

Schedule A

<b>Mark</b>	<b>Registration No.</b>	<b>Serial No.</b>	<b>Assignee/Applicant</b>
DELPHI	2833482	75/717,821	Delphi Technologies, Inc.
DELPHI	2438360	75/717,822	Delphi Technologies, Inc.
DELPHI	2030835	74/622,021	Delphi Technologies, Inc.
DELPHI	2577022	75/701,444	Delphi Technologies, Inc.
DELPHI	2919187	75/717,554	Delphi Technologies, Inc.
DELPHI	3127203	75/678,363	Delphi Technologies, Inc.