

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM367585

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	3

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DEXTER AXLE COMPANY		12/30/2015	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	BNP Paribas, as Administrative Agent
<b>Street Address:</b>	787 SEVENTH AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	SOCIETE ANONYME: FRANCE

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4068210	AIRFLEX
Registration Number:	0924612	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:	2466097	NORTHERN BREEZE
Registration Number:	1392362	TORFLEX
Registration Number:	3804373	VENTLINE
Registration Number:	0931666	D

## CORRESPONDENCE DATA

Fax Number: 7147558290

*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: 7145401235

Email: ipdocket@lw.com

Correspondent Name: Latham &amp; Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	049018-0026
<b>NAME OF SUBMITTER:</b>	Anna T Kwan
<b>SIGNATURE:</b>	/atk/
<b>DATE SIGNED:</b>	12/30/2015

**Total Attachments: 4**

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## GRANT OF TRADEMARK SECURITY INTEREST

December 30, 2015

**WHEREAS, DEXTER AXLE COMPANY**, a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Grantor has entered into a Credit Agreement dated as of the date hereof (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 Blitz F15-482 GmbH, a German limited liability company (Gesellschaft mit beschränkter Haftung) registered in the commercial register (Handelsregister) of the local court (Amtsgericht) of Frankfurt am Main under HRB 103178 (“**German Borrower**”, and together with Grantor, the “**Borrowers**” and each, a “**Borrower**”), 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 the Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Borrowers; and

**WHEREAS**, each Borrower and each Subsidiary Guarantor 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**”); and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of the date hereof (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**”), by and among Grantor, Secured Party, and the other grantors named therein, Grantor has 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 Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants 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 in which Grantor now has or hereafter acquires 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 Grantor, 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 Grantor’s business symbolized by the Trademarks and associated therewith; and

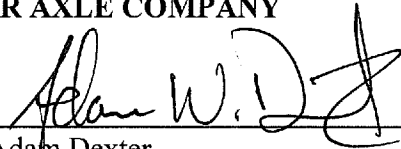
(ii) all proceeds, products, rents, and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty, or guaranty, payable by reason 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.

Grantor does 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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**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 date first set forth above.

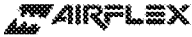
**DEXTER AXLE COMPANY**

By:   
Name: Adam Dexter  
Title: President

Grant of Trademark Security Interest

**TRADEMARK  
REEL: 005700 FRAME: 0013**

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

<u>Owner</u>	<u>U.S. Trademark Description</u>	<u>Appl. Number/ Filing Date</u>	<u>Registration No./ Registration Date</u>
Dexter Axle Company		85096648 30-JUL-2010	4068210 06-DEC-2011
Dexter Axle Company	DEXTER	72352329 25-FEB-1970	0924612 30-NOV-1971
Dexter Axle Company	E-Z FLEX	77533429 29-JUL-2008	3709942 10-NOV-2009
Dexter Axle Company	E-Z LUBE	77826441 15-SEP-2009	3859207 12-OCT-2010
Dexter Axle Company	GAL-DEX	77790210 27-JUL-2009	4049743 01-NOV-2011
Dexter Axle Company	NEV-R-ADJUST	77452103 18-APR-2008	3659050 21-JUL-2009
Dexter Axle Company	NORTHERN BREEZE	75535520 12-AUG-1998	2466097 03-JUL-2001
Dexter Axle Company	TORFLEX	73547298 10-JUL-1985	1392362 06-MAY-1986
Dexter Axle Company	VENTLINE	77702359 30-MAR-2009	3804373 15-JUN-2010
Dexter Axle Company	D & DESIGN	72352330 25-FEB-1970	931666 04-APR-1972