

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM430047

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THE PULLMAN COMPANY		05/12/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	10 S. DEARBORN ST., 7TH FLOOR		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2850130	CLEVEBLOC	
<b>Registration Number:</b>	593886	HARRIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<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>Phone:</b>	(212) 455-2582		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	LAWRENCE HUANG, ESQ.		
<b>Address Line 1:</b>	SIMPSON THACHER & BARTLETT LLP		
<b>Address Line 2:</b>	425 LEXINGTON AVENUE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/2050		
<b>NAME OF SUBMITTER:</b>	Lawrence Huang		
<b>SIGNATURE:</b>	/LH/		
<b>DATE SIGNED:</b>	06/05/2017		
<b>Total Attachments: 5</b>			
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of May 12, 2017 is made by The Pullman Company, a Delaware corporation, with an address at 500 North Field Drive, Lake Forest, IL 60045 (the “Obligor”), in favor of JPMorgan Chase Bank, N.A., a national banking association with an address at 10 S. Dearborn, 7th Floor, Chicago, IL 60603, as Administrative Agent (in such capacity, the “Administrative Agent”) for the banks and other financial institutions (the “Lenders”) from time to time parties to the Fifth Amended and Restated Credit Agreement, dated as of May 12, 2017 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Tenneco Inc., a Delaware corporation (the “Company”), the Tenneco Automotive Operating Company Inc., a Delaware corporation and a Subsidiary of the Company (“TAOC”), any other Subsidiary Borrowers from time to time parties thereto, the Lenders, Citibank, N.A. and Morgan Stanley MUFG Loan Partners, LLC, as documentation agents, Bank of America, N.A., Barclays Bank PLC and Wells Fargo Bank, N.A., as syndication agents, and the Administrative Agent.

W I T N E S S E T H:

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

WHEREAS, each Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, the Grantors and the Administrative Agent are parties to the Amended and Restated Guarantee and Collateral Agreement, dated as of May 12, 2017 (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, 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; and

WHEREAS, pursuant to the foregoing, Obligor has duly authorized the execution, delivery and performance of this Assignment;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement, 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. Obligor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Lenders and their Affiliates, a security interest in all of the Trademarks now owned or at any time hereafter acquired by Obligor or in which Obligor now has or at any time in the future may acquire any right, title or interest, including the Trademarks listed on Schedule A hereto (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest in the Trademark Collateral 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. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral 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. In the event of a conflict between this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

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.

*[Signature pages to follow.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE PULLMAN COMPANY

By: 

Name: Paul D. Novas

Title: Vice President, Finance

*[Signature Page to Grant of Security Interest in Trademark Rights]*

**TRADEMARK**  
**REEL: 006077 FRAME: 0225**

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By:   
Name: Gene Riego de Dios  
Title: Executive Director

**SCHEDULE A – U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS**

<b><u>TRADEMARK</u></b>	<b><u>OWNER</u></b>	<b><u>Application No.</u></b>	<b><u>Registration No.</u></b>
CLEVBLOC	The Pullman Company	76/364,225	2,850,130
HARRIS (Stylized)	The Pullman Company	71/630,268	593,886