

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436274

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dexter Axle Company		07/24/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4068210	AIRFLEX	
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:	2466097	NORTHERN BREEZE	
Registration Number:	1392362	TORFLEX	
Registration Number:	3804373	VENTLINE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	Michael Violet		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		

OP \$240.00 4068210

SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	07/24/2017
Total Attachments: 6 source=Dragon - Dexter Axle Company - Trademark (First Lien)#page1.tif source=Dragon - Dexter Axle Company - Trademark (First Lien)#page2.tif source=Dragon - Dexter Axle Company - Trademark (First Lien)#page3.tif source=Dragon - Dexter Axle Company - Trademark (First Lien)#page4.tif source=Dragon - Dexter Axle Company - Trademark (First Lien)#page5.tif source=Dragon - Dexter Axle Company - Trademark (First Lien)#page6.tif	

Notice of Grant of Security Interest in Trademarks (First Lien)

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN), dated as of July 24, 2017 (this “Notice”), made by Dexter Axle Company, a Delaware corporation (the “Pledgor”), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement (First Lien), dated as of July 24, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among DexKo Global Inc. (the “U.S. Borrower”), as successor by merger to Dragon Merger Sub, LLC, each subsidiary of the U.S. Borrower identified therein and Credit Suisse AG, Cayman Islands Branch as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set

forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this
Notice as of the day and year first above written.

DEXTER AXLE COMPANY

By:

A handwritten signature in black ink, appearing to read 'EM', is written over a horizontal line.

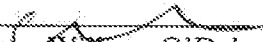
Name: Eric Moraw

Title: Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien)]

TRADEMARK
REEL: 006112 FRAME: 0169

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent

By: 
Name: William O'Daly
Title: Authorized Signatory

By: 
Name: Karim Rahimtoola
Title: Authorized Signatory

Schedule I
to Notice of Grant of Security Interest in Trademarks (First Lien)

Trademarks Owned by Dexter Axle Company

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
AIRFLEX & DESIGN	4,068,210	06-Dec-2011
DEXTER	924,612	30-Nov-1971
E-Z FLEX	3,709,942	10-Nov-2009
E-Z LUBE	3,859,207	12-Oct-2010
GAL-DEX	4,049,743	01-Nov-2011
NEV-R-ADJUST	3,659,050	21-Jul-2009
NORTHERN BREEZE	2,466,097	03-Jul-2001
TORFLEX	1,392,362	06-May-1986
VENTLINE	3,804,373	15-Jun-2010

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Dexter Axle Company

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: DE
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 24, 2017

- Assignment Merger
 Security Agreement Change of Name
 Other First Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: Credit Suisse AG, Cayman Islands Branch, as Collateral Agent

Street Address: Eleven Madison Avenue

City: New York

State: NY

Country: USA Zip: 10010

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship USA Agent

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

July 24, 2017

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450