

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436389

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dexter Axle Company		07/24/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4068210	AIRFLEX	
<b>Registration Number:</b>	924612	DEXTER	
<b>Registration Number:</b>	3709942	E-Z FLEX	
<b>Registration Number:</b>	3859207	E-Z LUBE	
<b>Registration Number:</b>	4049743	GAL-DEX	
<b>Registration Number:</b>	3659050	NEV-R-ADJUST	
<b>Registration Number:</b>	2466097	NORTHERN BREEZE	
<b>Registration Number:</b>	1392362	TORFLEX	
<b>Registration Number:</b>	3804373	VENTLINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	Michael Violet		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		

OP \$240.00 4068210

<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	07/25/2017
<b>Total Attachments: 6</b> source=Dragon - Dexter Axle Company - Trademark (Second Lien)#page1.tif source=Dragon - Dexter Axle Company - Trademark (Second Lien)#page2.tif source=Dragon - Dexter Axle Company - Trademark (Second Lien)#page3.tif source=Dragon - Dexter Axle Company - Trademark (Second Lien)#page4.tif source=Dragon - Dexter Axle Company - Trademark (Second Lien)#page5.tif source=Dragon - Dexter Axle Company - Trademark (Second Lien)#page6.tif	

### 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 Second 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

THIS NOTICE OF GRANT OF SECURITY INTEREST (SECOND LIEN) IN INTELLECTUAL PROPERTY IS SUBJECT TO THE PROVISIONS OF (I) THE CLOSING DATE FIRST LIEN/SECOND LIEN ICA (AS DEFINED IN THE COLLATERAL AGREEMENT (AS DEFINED BELOW)) AS SET FORTH MORE FULLY IN SECTION 5.18 OF THE U.S. COLLATERAL AGREEMENT AND (II) ANY OTHER INTERCREDITOR AGREEMENT (AS DEFINED IN THE COLLATERAL AGREEMENT)

**Notice of Grant of Security Interest in Trademarks (Second Lien)**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (SECOND 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 (Second 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: 

Name: Eric Moraw

Title: Vice President

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 (Second 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