

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM494383

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cerberus Business Finance, LLC, as Collateral Agent		10/12/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RAYBESTOS POWERTRAIN, LLC		
<b>Street Address:</b>	711 Tech Drive		
<b>City:</b>	Crawfordsville		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	47933		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1673388	PERFORMANCE THROUGH TECHNOLOGY	
<b>Registration Number:</b>	1678426	BLUE PLATE SPECIAL	
<b>Registration Number:</b>	1738236	RAY-FLEX	
<b>Registration Number:</b>	1739690	RAY USA	
<b>Registration Number:</b>	1822121	CLUTCH-PACK	
<b>Registration Number:</b>	2952645	SW CARBON	
<b>Registration Number:</b>	2891768	X-32	
<b>Registration Number:</b>	2957628	TAKES HEAT WITHOUT CONING ZPAK	
<b>Registration Number:</b>	3754122	ALLOMATIC	
<b>Registration Number:</b>	4066470	GPXX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	Cogency Global Inc.		

OP \$265.00 1673388

<b>Address Line 4:</b>	Washington, D.C. 20005
<b>ATTORNEY DOCKET NUMBER:</b>	1004301 TM Rel
<b>NAME OF SUBMITTER:</b>	Sonya Jackman
<b>SIGNATURE:</b>	/Sonya Jackman/
<b>DATE SIGNED:</b>	10/17/2018
<b>Total Attachments: 7</b> source=#91380708v1 - (Project Clutch - Release of Trademark Security Agreement)#page3.tif source=#91380708v1 - (Project Clutch - Release of Trademark Security Agreement)#page4.tif source=#91380708v1 - (Project Clutch - Release of Trademark Security Agreement)#page5.tif source=#91380708v1 - (Project Clutch - Release of Trademark Security Agreement)#page6.tif source=#91380708v1 - (Project Clutch - Release of Trademark Security Agreement)#page7.tif source=#91380708v1 - (Project Clutch - Release of Trademark Security Agreement)#page8.tif source=#91380708v1 - (Project Clutch - Release of Trademark Security Agreement)#page9.tif	

**RELEASE OF TRADEMARK SECURITY AGREEMENT**

October 12, 2018

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of March 2, 2012 and attached hereto as Exhibit A (the "Agreement"), the Grantors party thereto (collectively, the "Releasee") created in favor of Cerberus Business Finance, LLC, a Delaware limited liability company (in such capacity, together with its successors and assigns, "Releasor"), as collateral agent for the lenders time to time party to that certain Financing Agreement, dated as of March 2, 2012, as amended through the date hereof, a security interest in all of the Collateral (as defined in the Agreement); and

WHEREAS, Releasee has requested and Releasor has agreed to provide this Release of Trademark Security Agreement (this "Release") to confirm the release, relinquishment and discharge of Releasor's security interest in the Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Agreement.
2. Release of Security Interest. Releasor hereby terminates, releases, relinquishes and discharges its security interest in the Collateral, including without limitation, all of Releasee's right, title and interest in and to the Trademarks listed on Schedule A to the Agreement, as well as any other lien or security interest it may have in the Collateral or any other collateral of Releasee under the Agreement.
3. Authorization. Releasor hereby authorizes Releasee or Releasee's agent to record this Release with the United States Patent and Trademark Office.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Release of Trademark Security Agreement to be duly executed as of the date first written above.

CERBERUS BUSINESS FINANCE, LLC

By: \_\_\_\_\_

Name: Eric F. Miller

Title: Executive Vice President

**EXHIBIT A**

**[see attached]**

GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of March 2, 2012, by Raybestos Powertrain, LLC, a Delaware limited liability company ("Grantor"), in favor of Cerberus Business Finance, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Agent").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated March 2, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Agent for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Agent and grant to the Agent for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GRANTORS:

RAYBESTOS POWERTRAIN, LLC

By: 

\_\_\_\_\_  
Name: Justin Hillenbrand

Title: President



Schedule A

**Trademark Registrations and Applications**

<b>Trademark</b>	<b>Registration or Serial Number</b>	<b>Owner</b>
Performance Through Technology	1,673,388	Raybestos Powertrain, LLC
Blue Plate Special	1,678,426	Raybestos Powertrain, LLC
Ray-flex	1,738,236	Raybestos Powertrain, LLC
RAY USA and Design	1,739,690	Raybestos Powertrain, LLC
Clutch-Pack	1,822,121	Raybestos Powertrain, LLC
SW Carbon & Design	2,952,645	Raybestos Powertrain, LLC
X-32	2,891,768	Raybestos Powertrain, LLC
ZPAK & Design – Takes Heat Without Coning	2,957,628	Raybestos Powertrain, LLC
ALLOMATIC	3,754,122	Raybestos Powertrain, LLC
GPXX and Design	4,066,470	Raybestos Powertrain, LLC

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