

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512652

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, as Collateral Trustee	FORMERLY CITIBANK, N.A.	03/01/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Tenneco Inc.		
Street Address:	500 NORTH FIELD DRIVE		
City:	LAKE FOREST		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	Corporation: DELAWARE		
Name:	Federal-Mogul Motorparts LLC		
Street Address:	27300 WEST 11 MILE ROAD		
Internal Address:	SUITE 270		
City:	SOUTHFIELD		
State/Country:	MICHIGAN		
Postal Code:	48034		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Federal-Mogul World Wide LLC		
Street Address:	27300 WEST 11 MILE ROAD		
Internal Address:	SUITE 270		
City:	SOUTHFIELD		
State/Country:	MICHIGAN		
Postal Code:	48034		
Entity Type:	Limited Liability Company: MICHIGAN		
Name:	Federal-Mogul Ignition LLC		
Street Address:	27300 WEST 11 MILE ROAD		
Internal Address:	SUITE 270		
City:	SOUTHFIELD		
State/Country:	MICHIGAN		
Postal Code:	48034		
Entity Type:	Limited Liability Company: DELAWARE		

CH \$740.00 73782043

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Serial Number:	73782043	AEROVANTAGE
Serial Number:	76295026	AEROVANTAGE
Serial Number:	86038146	AEROVENT
Serial Number:	86038163	
Serial Number:	77880046	ANCO
Serial Number:	72330574	ANCO
Serial Number:	73071494	ANCO
Serial Number:	73071495	ANCO
Serial Number:	76333743	ANCO
Serial Number:	86320505	
Serial Number:	86038179	ARTICULATED CONTACT
Serial Number:	86038185	
Serial Number:	78836372	CONTOUR
Serial Number:	76067345	DURA KLEAR
Serial Number:	86038193	
Serial Number:	86038199	
Serial Number:	86320484	GEOCORE
Serial Number:	86320493	
Serial Number:	76067338	KWIK CONNECT
Serial Number:	86038210	
Serial Number:	85158100	PROFILE
Serial Number:	86839485	QUIETKLEAR
Serial Number:	78750004	RAINY DAY
Serial Number:	87532235	REDI-FIT
Serial Number:	87532439	
Serial Number:	76272221	THE CLEAREST CHOICE
Serial Number:	85676726	TRANSFORM
Serial Number:	85446881	VISTA
Serial Number:	86260388	WINTER EXTREME

CORRESPONDENCE DATA

Fax Number:

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: 3127018637

Email: ipdocket@mayerbrown.com

Correspondent Name: William R. Siegel Mayer Brown LLP

Address Line 1: P.O. Box 2828

Address Line 4: Chicago, ILLINOIS 60690-2828

TRADEMARK**REEL: 006580 FRAME: 0585**

ATTORNEY DOCKET NUMBER:	18567348
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	03/04/2019

Total Attachments: 10

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**PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARKS**

This **PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Partial Termination and Release") dated as of March 1, 2019, is made by Wilmington Trust, National Association, a national banking association organized under the laws of the United States, solely in its capacity as collateral trustee under the Collateral Trust Agreement referenced in the Collateral Agreement (defined below) (the "Collateral Trustee"), in favor of each of Tenneco Inc., Federal-Mogul Motorparts LLC, Federal-Mogul World Wide LLC and Federal-Mogul Ignition LLC (collectively, the "Grantors"). All capitalized terms used but not defined herein have the meanings given to them in the Trademark Security Grant (as defined below).

WHEREAS, each Grantor is a party to that certain Collateral Agreement, dated as of October 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among each Grantor, the other grantors party thereto and the Collateral Trustee pursuant to which each Grantor granted a security interest to the Collateral Trustee in the Trademark Collateral (as defined below);

WHEREAS, each Grantor entered into that certain Confirmatory Grant of Security Interests in United States Trademarks, dated as of October 1, 2018 (the "Trademark Security Grant"), granting the Collateral Trustee security interests in and liens on certain trademarks described therein (the "Trademark Collateral");

WHEREAS, the Trademark Security Grant was recorded with the United States Patent and Trademark Office ("USPTO") on October 9, 2018, at Reel/Frame 6452/0387;

WHEREAS, certain of the Grantors have entered into that certain Stock and Asset Purchase Agreement, dated as of, and as in effect on December 19, 2018, to sell certain assets, including the Trademark Collateral identified on the attached Schedule A (the "Subject Assets");

WHEREAS, each Grantor has requested that the Collateral Trustee enter into this Partial Termination and Release in order to effectuate, evidence and record the release and reassignment to such Grantor of any and all right, title and interest the Collateral Trustee may have in the Subject Assets pursuant to the Trademark Security Grant; and

WHEREAS, the Collateral Trustee desires to terminate and release its security interest in the Subject Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Trustee hereby agrees:

1. Release of Security Interest. The Collateral Trustee hereby releases, terminates and discharges all liens and security interests the Collateral Trustee has in, to and under the Subject Assets under the Trademark Security Grant.

2. Filing the Release. The Collateral Trustee authorizes and requests that this Partial Termination and Release be filed and recorded at the USPTO at the Grantors' sole cost and expense.
3. Counterparts; Electronic Transmission. This Partial Termination and Release may be executed and delivered by facsimile or other means of electronic transmission and such transmission shall constitute an original for all purposes.
4. Governing Law. This Partial Termination and Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Partial Termination and Release and the transactions contemplated hereby shall be construed in accordance with and governed by the law of the state of New York, without reference to its conflict of laws principles.
5. Scope of Release. Nothing herein shall impair or affect the Collateral Trustee's Liens on the Collateral, including the Trademark Collateral, which Liens remain in full force and effect, other than the Subject Assets.
6. Concerning the Collateral Trustee. Wilmington Trust, National Association is executing this Partial Termination and Release solely in its capacity as successor Collateral Trustee under the Amended and Restated Collateral Trust Agreement dated as of April 15, 2014, as amended by the Collateral Trustee Resignation and Appointment Joinder, Assumption and Designation Agreement, dated October 1, 2018 (the "Collateral Trust Agreement") and in acting hereunder, shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Collateral Trustee in the Collateral Trust Agreement as if such rights, privileges, immunities and indemnities were set forth herein.

[Signature page follows this page.]

IN WITNESS WHEREOF, the undersigned has executed this Partial Termination and Release by its duly authorized officer as of the date first above written.

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Trustee**

By: _____
Name: Jane Y Schweiger
Title: Vice President

*Partial Termination and Release
Trademarks (Credit Agreement)*

**TRADEMARK
REEL: 006580 FRAME: 0589**

SCHEDULE A

Mark	Country	Appn No.	Reg No.	Status
AEROVANTAGE	Australia	1456296	1456296	REGISTERED
AEROVANTAGE	Canada	745417	TMA509871	REGISTERED
AEROVANTAGE	EU	003024940	003024940	REGISTERED
AEROVANTAGE	Fiji Islands	136/12	136/2012	REGISTERED
AEROVANTAGE	India	2154778		FILED
AEROVANTAGE	Indonesia	D002012007681	IDM429080	REGISTERED
AEROVANTAGE	Malaysia	2011019534	2011019534	REGISTERED
AEROVANTAGE	Mexico	189626	457623	REGISTERED
AEROVANTAGE	New Zealand	851422	851422	REGISTERED
AEROVANTAGE	Philippines	4-2012-500235	4-2012-500235	REGISTERED
AEROVANTAGE	Singapore	T1115463G	T1115463G	REGISTERED
AEROVANTAGE	Thailand	825300	Kor383563	REGISTERED
AEROVANTAGE	United States	73/782043	1582452	REGISTERED
AEROVANTAGE	Vietnam	4201201440	217281	REGISTERED
AEROVANTAGE DESIGN (Stylized A)	Canada	1128819	626169	REGISTERED
AEROVANTAGE DESIGN (Stylized A)	Mexico	530450	818782	REGISTERED
AEROVANTAGE DESIGN (Stylized A)	United States	76/295026	2748226	REGISTERED
AEROVENT	Canada	1639929	946833	REGISTERED
AEROVENT	United States	86/038146	4638163	REGISTERED
AEROVENT DESIGN	Canada	1640355	947005	REGISTERED
AEROVENT DESIGN	United States	86/038163	4638164	REGISTERED
ANCO	Algeria	09540	56942	REGISTERED
ANCO	Austria	AM91/69	64580	REGISTERED
ANCO	Bangladesh	47057	47057	REGISTERED
ANCO	Bolivia	2571-2003	92425-A	REGISTERED
ANCO	Brazil	022916	006790046	REGISTERED
ANCO	Brazil	010187	007062060	REGISTERED
ANCO	British Virgin Islands	3989	3989	REGISTERED
ANCO	Brunei	26447	22147	REGISTERED
ANCO	Cambodia	11575	KH11576	REGISTERED
ANCO	Canada	333173	TMA180613	REGISTERED
ANCO	Chile	805879	829556	REGISTERED
ANCO	China P.R.	960080812	1096112	REGISTERED
ANCO	Colombia	098789	297487	REGISTERED
ANCO	Costa Rica	2004-0007240	164664	REGISTERED
ANCO	Cuba	154/98	128858	REGISTERED
ANCO	Denmark	2534/65	VR1968 00915	REGISTERED
ANCO	Ecuador	134251	29323-03	REGISTERED
ANCO	Egypt	45609	45609	REGISTERED
ANCO	El Salvador	42703	41/40	REGISTERED

ANCO	Fiji Islands	27819	27819	REGISTERED
ANCO	France	217381	1597283	REGISTERED
ANCO	Great Britain	882092	882092	REGISTERED
ANCO	Greece	42777	42777	REGISTERED
ANCO	Guatemala	009645	147714	REGISTERED
ANCO	Honduras	13371-03	102803	REGISTERED
ANCO	Hong Kong	762/69	523/71	REGISTERED
ANCO	Iceland	1973/0184	328/1973	REGISTERED
ANCO	India	1283	723871	REGISTERED
ANCO	Indonesia	389504	IDM91321	REGISTERED
ANCO	Israel	30923	30923	REGISTERED
ANCO	Jamaica	42760	42760	REGISTERED
ANCO	Laos	4884	4490	REGISTERED
ANCO	Lebanon	40119	157381	REGISTERED
ANCO	Macao	34961	2233-M	REGISTERED
ANCO	Mexico	679656	873705	REGISTERED
ANCO	Morocco	21652	43796	REGISTERED
ANCO	New Zealand	263115	263115	REGISTERED
ANCO	Nicaragua	1642	59881 LM	REGISTERED
ANCO	Norway	99371	80189	REGISTERED
ANCO	Panama	139502	139502	REGISTERED
ANCO	Papua New Guinea	59563	A59563	REGISTERED
ANCO	Peru	0183039-2003	92212	REGISTERED
ANCO	Philippines	4-2002-001330	4-2002-001330	REGISTERED
ANCO	Puerto Rico	22696	22696	REGISTERED
ANCO	Republic of Korea	2007-18600	40-0388965	REGISTERED
ANCO	Singapore	5408/96	T96/05408Z	REGISTERED
ANCO	South Africa	1969/04773	1969/004773	REGISTERED
ANCO	Spain	480999	480999	REGISTERED
ANCO	Sri Lanka	79264	79264	REGISTERED
ANCO	Sweden	2976/65	121375	REGISTERED
ANCO	Switzerland	4773	341585	REGISTERED
ANCO	Taiwan	85025522	768147	REGISTERED
ANCO	Thailand	311376	Kor59133	REGISTERED
ANCO	Trinidad & Tobago	33197	33197	REGISTERED
ANCO	Turkey	51837/69	114251	REGISTERED
ANCO	United States	77/880046	3896224	REGISTERED
ANCO	United States	72/330574	0886221	REGISTERED
ANCO	United States	73/071494	1049939	REGISTERED
ANCO	United States	73/071495	1050069	REGISTERED
ANCO	Venezuela	3787/69	F-062712	REGISTERED
ANCO	Vietnam	NH 0207/96	25002	REGISTERED

ANCO & WIPE DESIGN	Canada	1211508	634340	REGISTERED
ANCO & WIPE DESIGN	China P.R.	6591456	6591456	REGISTERED
ANCO & WIPE DESIGN	EU	002667491	002667491	REGISTERED
ANCO & WIPE DESIGN	India	1300535	1300535	REGISTERED
ANCO & WIPE DESIGN	Mexico	545950	763843	REGISTERED
ANCO & WIPE DESIGN	United States	76/333743	2597999	REGISTERED
ANCO (IN CHINESE CHARACTERS)	China P.R.	6591455	6591455	REGISTERED
ARCTIC ARMOR	Canada	1681682	950621	REGISTERED
ARCTIC ARMOR DESIGN	Canada	1681683	950630	REGISTERED
ARCTIC ARMOR DESIGN	United States	86/320505	5137938	REGISTERED
ARTICULATED CONTACT	Canada	1639931	946837	REGISTERED
ARTICULATED CONTACT	United States	86/038179	4902289	REGISTERED
ARTICULATED CONTACT DESIGN	Canada	1640353	1640353	REGISTERED
ARTICULATED CONTACT DESIGN	United States	86/038185	4646185	REGISTERED
CONTOUR	Canada	1293837	691394	REGISTERED
CONTOUR	United States	78/836372	3277937	REGISTERED
DURAKLEAR	Canada	1179359	TMA679563	REGISTERED
DURAKLEAR	Mexico	602857	799792	REGISTERED
DURAKLEAR	United States	76/067345	2473480	REGISTERED
DURAKLEAR DESIGN	Canada	1640352	946975	REGISTERED
DURAKLEAR DESIGN	United States	86/038193	4646187	REGISTERED
DURAKLEAR PLUS DESIGN	Canada	1640351	946979	REGISTERED
DURAKLEAR PLUS DESIGN	United States	86/038199	4646188	REGISTERED
GEOCORE	Canada	1683319	950691	REGISTERED
GEOCORE	United States	86/320484	4914537	REGISTERED
GEOCORE DESIGN	Canada	1681678	950690	REGISTERED
GEOCORE DESIGN	United States	86/320493	4923504	REGISTERED
KWIK CONNECT	Canada	1179797	623118	REGISTERED
KWIK CONNECT	Mexico	603408	801753	REGISTERED
KWIK CONNECT	United States	76/067338	2545412	REGISTERED
KWIK CONNECT DESIGN	Canada	1640350	946974	REGISTERED
KWIK CONNECT DESIGN	United States	86/038210	4638165	REGISTERED
KWIK CONNECT INSTALLATION	Fiji Islands	135/12	135/2012	REGISTERED

KWIK CONNECT INSTALLATION	Indonesia	D002012007677	IDM428022	REGISTERED
KWIK CONNECT INSTALLATION	Malaysia	2011019535	2011019535	REGISTERED
KWIK CONNECT INSTALLATION	Philippines	4-2012-500236	4-2012-500236	REGISTERED
KWIK CONNECT INSTALLATION	Singapore	T1115457B	T1115457B	REGISTERED
KWIK CONNECT INSTALLATION	Thailand	825302	Kor385880	REGISTERED
KWIK CONNECT INSTALLATION	Vietnam	4-2012-01443	214834	REGISTERED
KWIK CONNECT INSTALLATION DESIGN	Australia	1456549	1456549	REGISTERED
KWIK CONNECT INSTALLATION DESIGN	Fiji Islands	133/12	133/2012	REGISTERED
KWIK CONNECT INSTALLATION DESIGN	Indonesia	D002012007671	IDM428026	REGISTERED
KWIK CONNECT INSTALLATION DESIGN	New Zealand	851504	851504	REGISTERED
KWIK CONNECT INSTALLATION DESIGN	Philippines	4-2012-500239	4-2012-500239	REGISTERED
KWIK CONNECT INSTALLATION DESIGN	Singapore	T1115461J	T1115461J	REGISTERED
KWIK CONNECT INSTALLATION DESIGN	Thailand	825301	Kor384839	REGISTERED
KWIK CONNECT INSTALLATION DESIGN	Vietnam	4-2012-01442	220226	REGISTERED
PROFILE	Canada	1297409	751306	REGISTERED
PROFILE	Mexico	777300	1152444	REGISTERED
PROFILE	United States	85/158100	4254448	REGISTERED
QUIETKLEAR	Brazil	840120320	840120320	REGISTERED
QUIETKLEAR	Brazil	840120346	840120346	REGISTERED
QUIETKLEAR	Brazil	840120370	840120370	REGISTERED
QUIETKLEAR	China P.R.	10744455	10744455	REGISTERED
QUIETKLEAR	China P.R.	10744456	10744456	REGISTERED
QUIETKLEAR	EU	010768331	010768331	REGISTERED

QUIETKLEAR	Japan	2012-032565	5575891	REGISTERED
QUIETKLEAR	Mexico	1271499	1349150	REGISTERED
QUIETKLEAR	Mexico	1271501	1318107	REGISTERED
QUIETKLEAR	Mexico	1271498	1322566	REGISTERED
QUIETKLEAR	Russian Federation	2012713346	508857	REGISTERED
QUIETKLEAR	South Africa	2012/11580	2012/1580	REGISTERED
QUIETKLEAR	South Africa	2012/11581	2012/11581	REGISTERED
QUIETKLEAR	South Africa	2012/11579	2012/11579	REGISTERED
QUIETKLEAR	Turkey	2012/42476	2012/42476	REGISTERED
QUIETKLEAR	United States	86/839485		FILED
RAINY DAY	Brazil	827888651	827888651	REGISTERED
RAINY DAY	Mexico	750957	910875	REGISTERED
RAINY DAY	United States	78/750004	3162317	REGISTERED
RAINY DAY	Venezuela	25607/05	P-272785	REGISTERED
REDI-FIT	Canada	1847743		FILED
REDI-FIT	United States	87/532235		FILED
REDI-FIT LOGO	Canada	1847741		FILED
REDI-FIT LOGO	United States	87/532439		FILED
THE CLEAREST CHOICE	Canada	1322232	697689	REGISTERED
THE CLEAREST CHOICE	Mexico	649697	834263	REGISTERED
THE CLEAREST CHOICE	United States	76/272221	2620693	REGISTERED
TOTAL SOLUCIÓN	Mexico	1298052	1344447	REGISTERED
TRANSFORM	Canada	1586252	908751	REGISTERED
TRANSFORM	United States	85/676726	4429679	REGISTERED
VISTA	Canada	1596499	908916	REGISTERED
VISTA	United States	85/446881	4511162	REGISTERED
WINTER EXTREME	Canada	1673290	967549	REGISTERED
WINTER EXTREME	United States	86/260388	4937328	REGISTERED
X-VISION	Bolivia	2492-05	103643	REGISTERED
X-VISION	Bolivia	2491-05	103642	REGISTERED
X-VISION	Brazil	827531788	827531788	REGISTERED
X-VISION	Brazil	827531796	827531796	REGISTERED
X-VISION	Chile	712829	1210612	REGISTERED
X-VISION	Chile	712828	1207263	REGISTERED
X-VISION	Colombia	06003288	322731	REGISTERED
X-VISION	Colombia	06023287	322730	REGISTERED
X-VISION	Costa Rica	2005-0006089	167042	REGISTERED
X-VISION	Costa Rica	2004-0006088	161243	REGISTERED
X-VISION	Ecuador	159940	3579-06	REGISTERED
X-VISION	Ecuador	159939	3578-06	REGISTERED
X-VISION	Guatemala	2005-05575	153241	REGISTERED
X-VISION	Guatemala	2005-05576	153227	REGISTERED
X-VISION	Guyana	20948A	20948	REGISTERED
X-VISION	Guyana	20949A	20949	REGISTERED

X-VISION	Honduras	16804-05	97148	REGISTERED
X-VISION	Honduras	16805-05	97137	REGISTERED
X-VISION	Mexico	727604	897765	REGISTERED
X-VISION	Mexico	727923	907914	REGISTERED
X-VISION	Nicaragua	2005/02272	0600805	REGISTERED
X-VISION	Nicaragua	2005/02271	0600804	REGISTERED
X-VISION	Panama	143792	143792	REGISTERED
X-VISION	Panama	143793	143793	REGISTERED
X-VISION	Paraguay	20669	440596	REGISTERED
X-VISION	Paraguay	20668	433291	REGISTERED
X-VISION	Peru	248881	109495	REGISTERED
X-VISION	Peru	248882	109496	REGISTERED
X-VISION	Surinam	19910	19910	REGISTERED
X-VISION	Uruguay	363892	363892	REGISTERED
X-VISION	Venezuela	15576/05	P-269959	REGISTERED
X-VISION	Venezuela	15575/05	P-269958	REGISTERED