

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565251

| | | | |
|-----------------------------------|----------------------------------|---------------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release (Reel 3117 / Frame 0108) | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| JPMorgan Chase Bank, N.A. | | 03/03/2020 | Bank: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Delphi Technologies, Inc. | | |
| Street Address: | 3000 University Drive | | |
| City: | Auburn Hills | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48326 | | |
| Entity Type: | Corporation: DELAWARE | | |
| Name: | Delphi Technologies IP Limited | | |
| Street Address: | Erin Court | | |
| Internal Address: | Bishop's Court Hill | | |
| City: | St. Michael | | |
| State/Country: | BARBADOS | | |
| Entity Type: | Corporation: BARBADOS | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 74622021 | DELPHI | |
| Serial Number: | 75678363 | DELPHI | |
| Serial Number: | 75701444 | DELPHI | |
| Serial Number: | 75717554 | DELPHI | |
| Serial Number: | 75717821 | DELPHI | |
| Serial Number: | 75717822 | DELPHI | |
| Serial Number: | 75717824 | DELPHI AUTOMOTIVE SYSTEMS | |
| Serial Number: | 75979890 | DELPHI | |
| Serial Number: | 76448417 | MYFI | |
| Serial Number: | 78018800 | DELPHI | |
| Serial Number: | 78115882 | DELPHI | |
| Serial Number: | 78460299 | MYFI | |

OP \$315.00 74622021

CORRESPONDENCE DATA**Fax Number:** 8009144240*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:** 800-713-0755**Email:** james.murray@wolterskluwer.com**Correspondent Name:** CT Corporation**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

| | |
|---------------------------|------------|
| NAME OF SUBMITTER: | Doris Ka |
| SIGNATURE: | /Doris Ka/ |
| DATE SIGNED: | 03/04/2020 |

Total Attachments: 4

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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):

JPMorgan Chase Bank, N.A.

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) March 3, 2020

- Assignment
- Security Agreement
- Other Release (Reel 3117 / Frame 0108)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: _____ 1. Delphi Technologies, Inc.
 Street Address: 3000 University Drive
 Auburn Hills, MI 48326
 City: _____ Corporation - Delaware, USA
 State: _____

Country: _____ 2. Delphi Technologies IP Limited
 Erin Court

- Individual(s) Bishop's Court Hill
- Association St. Michael, Barbados
- Partnership Corporation - Barbados
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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 attached Schedule I

B. Trademark Registration No.(s)
see attached 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: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 57320.1672

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

12

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: 
Signature

March 4, 2020
Date

Doris Ka

Name of Person Signing

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

4

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

**RELEASE OF SECURITY INTEREST IN TRADEMARKS
(REEL/FRAME 3117/0108)**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of March 3, 2020 (the "Effective Date"), is made by JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of June 14, 2005 (as amended, amended and restated, or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), by and among the Agent, the Grantor and certain other parties thereto, the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor executed and delivered a Grant of Security Interest in Trademark Rights, dated as of June 14, 2005 (the "Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 6, 2005 at Reel/Frame 3117/0108;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Guarantee and Collateral Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Guarantee and Collateral Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**JPMORGAN CHASE BANK, N.A., acting in
its capacity as Administrative Agent for the
Lenders**

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

**GRANTOR:
DELPHI TECHNOLOGIES, INC.**

[Signature Page to Termination of Security Interest in Trademarks]

TRADEMARK
REEL: 006882 FRAME: 0324

Schedule I

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

JPM TM SA at Reel 3117 / Frame 0108

| | Owner | Trademark | Serial No. | Filing Date | Reg. No. | Reg. Date |
|-----|--------------------------------|------------------------------------|------------|-------------|----------|------------|
| 1. | Delphi Technologies IP Limited | DELPHI | 74622021 | 01/17/1995 | 2030835 | 01/14/1997 |
| 2. | Delphi Technologies IP Limited | DELPHI & Design | 75678363 | 04/09/1999 | 3127203 | 08/08/2006 |
| 3. | Delphi Technologies, Inc. | DELPHI | 75701444 | 05/10/1999 | 2577022 | 06/11/2002 |
| 4. | Delphi Technologies IP Limited | DELPHI & Design | 75717554 | 06/01/1999 | 2919187 | 01/18/2005 |
| 5. | Delphi Technologies IP Limited | DELPHI | 75717821 | 06/01/1999 | 2833482 | 04/20/2004 |
| 6. | Delphi Technologies IP Limited | DELPHI (Stylized) | 75717822 | 06/01/1999 | 2436360 | 03/20/2001 |
| 7. | Delphi Technologies, Inc. | DELPHI AUTOMOTIVE SYSTEMS & Design | 75717824 | 06/01/1999 | 2523941 | 01/01/2002 |
| 8. | Delphi Technologies, Inc. | DELPHI & Design | 75979890 | 06/01/1999 | | |
| 9. | Delphi Technologies, Inc. | MYFI | 76448417 | 09/10/2002 | 2928117 | 02/22/2005 |
| 10. | Delphi Technologies, Inc. | DELPHI | 78018800 | 07/28/2000 | | |
| 11. | Delphi Technologies, Inc. | DELPHI | 78115882 | 03/19/2002 | 3518055 | 10/14/2008 |
| 12. | Delphi Technologies, Inc. | MYFI | 78460299 | 08/02/2004 | 3058789 | 02/14/2006 |