

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581046

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INTERNATIONAL AUTOMOTIVE COMPONENTS GROUP, S.A.		06/11/2020	Société Anonyme (Sa): LUXEMBOURG
INTERNATIONAL AUTOMOTIVE COMPONENTS GROUP NORTH AMERICA, INC.		06/11/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services LLC
Street Address:	225 W. WASHINGTON STREET
Internal Address:	9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3987068	SAFE-TEC
Registration Number:	4204633	IAC
Registration Number:	4220430	IAC
Registration Number:	4220427	IAC INTERNATIONAL AUTOMOTIVE COMPONENTS
Registration Number:	4503065	SMARTFOIL

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.

Email: skirschenheiter@paulweiss.com, aspoto@paulweiss.com,
lfranco@paulweiss.com

Correspondent Name: Sarah Kirschenheiter

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

TRADEMARK

ATTORNEY DOCKET NUMBER:	21441-027
NAME OF SUBMITTER:	Sarah Kirschenheiter
SIGNATURE:	/Sarah Kirschenheiter/
DATE SIGNED:	06/12/2020

Total Attachments: 5

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of June 11, 2020 (this "Trademark Security Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Cortland Capital Market Services LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, "Collateral Agent") for the Holders and the other Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Securities Purchase Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "2020 Securities Purchase Agreement"), among International Automotive Components Group, S.A., a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 2, avenue Charles de Gaulle 1653 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies Register (*R.C.S. Luxembourg*) under number B 113.661 (the "Issuer"), IAC Holdco, LLC ("IAC Holdco"), the Holders party thereto and the Collateral Agent, the Holders of the 2020 Notes have severally agreed to purchase the 2020 Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Securities Purchase Agreement dated as of April 6, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Existing Securities Purchase Agreement"; and together with the 2020 Securities Purchase Agreement, the "Securities Purchase Agreements"), among the Issuer, IAC Holdco, the Holders party thereto and the Collateral Agent, the Holders of the Existing Notes severally agreed to purchase the Existing Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Amended and Restated U.S. Guaranty and Security Agreement dated as of the date hereof in favor of the Collateral Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations under the Note Documents and to secure such guaranteed Obligations; and

WHEREAS, each Grantor has previously entered into that certain Trademark Security Agreement (U.S.), dated as of April 23, 2018 (as the same has been amended, restated, supplemented or otherwise modified prior to the date hereof, the "Previous Trademark Security Agreement"), and the parties hereto have agreed to amend and restate the Previous Trademark Security Agreement in its entirety as set forth in this Trademark Security Agreement;

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce (a) the Collateral Agent to enter into the 2020 Securities Purchase Agreement and to induce the 2020 Holders of the 2020 Notes to purchase the 2020 Notes; (b) the Collateral Agent to have entered into the Existing Securities Purchase Agreement and to have induced the Existing Holders of the Existing Notes to have purchased the Existing Notes, each Grantor hereby agrees with Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Secured Parties, and grants to Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks including, without limitation, those referred to on Schedule 1 hereto; provided, however, that the grant of security interest shall not include any "intent to use" Trademark applications for which a statement of us has not been filed (but only until such statement is filed);
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THE LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS TRADEMARK SECURITY AGREEMENT WITHOUT GIVING REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[SIGNATURE PAGES FOLLOW]

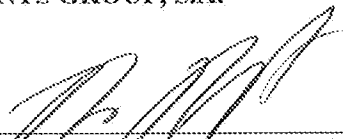
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**INTERNATIONAL AUTOMOTIVE
COMPONENTS GROUP, S.A.**

as Grantor

By:


Name: David Prystash
Title: Executive Vice President and
Chief Financial Officer

**INTERNATIONAL AUTOMOTIVE
COMPONENTS GROUP NORTH AMERICA,
INC.**

as Grantor

By:


Name: David Prystash
Title: Vice President

{Signature Page to Amended and Restated Trademark Security Agreement (U.S.)}

**TRADEMARK
REEL: 006969 FRAME: 0573**

ACCEPTED AND AGREED
as of the date first above written:

CORTLAND CAPITAL MARKET SERVICES LLC
as Collateral Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

Trademark	Ctry	Filing Date	Filing No.	Reg. Date	Registration No.	Name
1. Safe-TEC	United States	16 Jun 2010	85/064373	28 Jun 2011	3987068	International Automotive Components Group North America, Inc.
2. IAC	United States	27 Jul 2011	85/382338	11 Sep 2012	4204633	International Automotive Components Group S.A.
3. IAC w/Logo	United States	27 Jul 2011	85/382602	09 Oct 2012	4220430	International Automotive Components Group S.A.
4. IAC w/Logo and Words	United States	27 Jul 2011	85/382458	09 Oct 2012	4220427	International Automotive Components Group S.A.
5. SMARTFOIL	United States	21 Feb 2013	85/855957	25 Mar 2014	4503065	International Automotive Components Group North America, Inc.

B. TRADEMARK APPLICATIONS

None.