

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628705

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONFIRMATION OF TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (R/F 5422/0396)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		02/26/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	TENNECO AUTOMOTIVE OPERATING COMPANY INC.
Street Address:	500 NORTH FIELD DR.
City:	LAKE FOREST
State/Country:	ILLINOIS
Postal Code:	60045
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4309233	DYNOMAX
Registration Number:	4563983	NOISEBRAKER
Registration Number:	4313162	QUICK-FIT
Registration Number:	4395792	QUICKLIFT
Registration Number:	4352855	RIDE SAFE
Registration Number:	4450306	ROCKGEAR
Registration Number:	4500477	RS5000
Registration Number:	4395794	RS7000
Registration Number:	4500478	RS9000
Registration Number:	4389546	SEVERE SOLUTION
Serial Number:	86187694	SIGNATURE SOUND
Serial Number:	86140255	SOLID SCR
Registration Number:	4295834	SOUNDFX
Registration Number:	4438967	SUPER TURBO
Serial Number:	86031417	TECH-FIT
Registration Number:	4341401	TWIN TECHNOLOGY ACTIVE CONTROL SYSTEM
Registration Number:	4435275	ULTRA FLO

CH \$490.00 4309233

Property Type	Number	Word Mark
Serial Number:	85832899	WALKER
Registration Number:	4498168	XNOX

CORRESPONDENCE DATA

Fax Number: 2124552502

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: (212)455-2333

Email: ksolomon@stblaw.com

Correspondent Name: BOBBIE BURROWS, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/2122
NAME OF SUBMITTER:	BOBBIE BURROWS
SIGNATURE:	/BB/
DATE SIGNED:	02/26/2021

Total Attachments: 4

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**CONFIRMATION OF TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This CONFIRMATION OF TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Termination and Release"), dated as of February 26, 2021, from JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Administrative Agent"), to Tenneco Automotive Operating Company Inc., a Delaware corporation formerly known as Tenneco Automotive Inc. (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Guarantee and Collateral Agreement, dated as of December 8, 2014 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"), Obligor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest (the "Security Interest") in all Intellectual Property, including the Trademark Collateral (as hereinafter defined), whether now owned or hereafter acquired by the Obligor;

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of December 8, 2014, among the Administrative Agent and Obligor (the "Security Agreement"), Obligor, by reference to the Guarantee and Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Administrative Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 18, 2014 at Reel 5422 and Frame 0396.

WHEREAS, the Administrative Agent terminated and released the entirety of its Security Interest in all collateral, including the Trademark Collateral, pursuant to the Pay-off Letter, dated as of October 1, 2018 (the "Pay-Off Letter")

WHEREAS, the Administrative Agent now desires to confirm its termination and release of the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of Obligor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided or provided by reference in the Guarantee and Collateral Agreement and the Security Agreement. Capitalized terms used in this Termination and Release

and not otherwise defined herein have the meanings provided or provided by reference in the Guarantee and Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Administrative Agent hereby confirms, without recourse, representation or warranty of any kind whatsoever, that the Pay-Off Letter terminated the Security Agreement and terminated, released and discharged its Security Interest in and to the Trademark Collateral, and any right, title or interest of the Administrative Agent in such Trademark Collateral thereby became null and void. Notwithstanding the foregoing, to the extent it is deemed that the Pay-Off Letter did not effect such termination, release and discharge, with this Termination and Release the Administrative Agent hereby, without recourse, representation or warranty of any kind whatsoever, terminates, releases and discharges its Security Interest in the Trademark Collateral, including, without limitation, the Trademarks referred to on Schedule A hereto.

3. Further Assurances. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably requested by the Obligor, at the Obligor's sole cost and expense, to more fully effectuate the release of the Security Interest contemplated hereby.

[Signature Page Follows]

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

JPMORGAN CHASE BANK, N.A.

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

Schedule A

Patents

TRADEMARK	OWNER	Application No.	Registration No.
DYNOMAX	Tenneco Automotive Operating Company Inc.	85/752,727	4,309,233
NOISEBREAKER	Tenneco Automotive Operating Company Inc.	86/131,181	4,563,983
QUICK-FIT	Tenneco Automotive Operating Company Inc.	85/748,249	4,313,162
QUICKLIFT	Tenneco Automotive Operating Company Inc.	85/831,481	4,395,792
RIDESAFE	Tenneco Automotive Operating Company Inc.	85/675,462	4,352,855
ROCKGEAR	Tenneco Automotive Operating Company Inc.	85/844,355	4,450,306
RS5000	Tenneco Automotive Operating Company Inc.	85/831,492	4,500,477
RS7000	Tenneco Automotive Operating Company Inc.	85/831,499	4,395,794
RS9000	Tenneco Automotive Operating Company Inc.	85/831,502	4,500,478
SEVERE SOLUTION	Tenneco Automotive Operating Company Inc.	85/727,187	4,389,546
SIGNATURE SOUND	Tenneco Automotive Operating Company Inc.	86/187,694	Pending
SOLID SCR	Tenneco Automotive Operating Company Inc.	86/140,255	Pending
SOUNDFX	Tenneco Automotive Operating Company Inc.	85/755,230	4,295,834
SUPER TURBO	Tenneco Automotive Operating Company Inc.	85/831,506	4,438,967
TECH-FIT	Tenneco Automotive Operating Company Inc.	86/031,417	Pending
TWIN TECHNOLOGY ACTIVE CONTROL SYSTEM & Design	Tenneco Automotive Operating Company Inc.	85/682,580	4,341,401
ULTRAFLO	Tenneco Automotive Operating Company Inc.	85/831,509	4,435,275
WALKER & Design (New)	Tenneco Automotive Operating Company Inc.	85/832,899	Pending
XNOX	Tenneco Automotive Operating Company Inc.	86/059,148	4,498,168