

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM786888

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900743688

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., as Administrative Agent, successor to The Chase Manhattan Bank		01/11/2023	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Tenneco Automotive Operating Company Inc.
Also Known As:	AKA formerly Tenneco Automotive Inc.
Street Address:	500 North Field Drive
City:	Lake Forest
State/Country:	ILLINOIS
Postal Code:	60045
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	76059225	MONROE REFLEX
Serial Number:	76114385	MEGA-CLAMP
Serial Number:	76158162	MEGA-FLOW NOISE BRAKER
Serial Number:	76195972	A SMOOTH RIDE IS JUST A CLICK AWAY
Serial Number:	76231018	SLE
Serial Number:	76236170	ERIS

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: 71 S. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	21689444
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	02/14/2023

Total Attachments: 4

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CONFIRMATION OF TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **CONFIRMATION OF TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Termination and Release") dated as of January 11, 2023, is made by JPMorgan Chase Bank, N.A. (as successor to The Chase Manhattan Bank), as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders") parties to the Credit Agreement referred to below, in favor of Tenneco Automotive Operating Company Inc. (formerly Tenneco Automotive Inc.), a Delaware corporation (the "Obligor"). All capitalized terms used but not defined herein have the meanings given to them in the Collateral Agreement or the Conditional Assignment of and Security Interest in Trademark Rights (each as defined below), as applicable.

WHEREAS, reference is made to the Credit Agreement, dated as of September 30, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Tenneco Automotive Inc., a Delaware corporation formerly known as Tenneco Inc. and parent of Obligor (the "Borrower"), the Lenders, the Administrative Agent, and the other parties thereto;

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other entities related to the Borrower executed and delivered the Guarantee and Collateral Agreement, dated as of November 4, 1999 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement"), in favor of the Administrative Agent, pursuant to which the 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 Trademarks;

WHEREAS, pursuant to that certain Conditional Assignment of and Security Interest in Trademark Rights dated as of June 25, 2001 (the "Conditional Assignment of and Security Interest in Trademark Rights") between the Administrative Agent and the Obligor, the Obligor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Administrative Agent in the Trademarks, including, without limitation, those listed on Schedule A attached hereto (collectively, the "Trademark Collateral");

WHEREAS, the Conditional Assignment of and Security Interest in Trademark Rights was recorded with the USPTO on August 6, 2001 at Reel 002347 Frame 0523;

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"); and

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 sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby agrees:

1. Release of Security Interest. The Administrative Agent, without recourse, representation or warranty of any kind whatsoever, hereby confirms that the Pay-Off Letter terminated the Security Interest in United States Trademarks 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, without recourse, representation or warranty of any kind whatsoever, hereby releases, terminates and discharges its Security Interest in the Trademark Collateral, including, without limitation, the Trademarks listed on Schedule A attached hereto.
2. Filing the Release. The Administrative Agent authorizes and requests that this Termination and Release be filed and recorded at the USPTO at the Obligor's sole cost and expense.
3. Counterparts; Electronic Transmission. This 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 Termination and Release and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, law of the state of New York.

[Signature page follows this page.]

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.,
as Administrative Agent

By:  _____
Name: Gene Riego de Dios
Title: Executive Director

Schedule A
Trademark Collateral

1	Serial #:	76059225	Reg #:	2584470
	Mark:	MONROE REFLEX		
2	Serial #:	76114385	Reg #:	2664081
	Mark:	MEGA-CLAMP		
3	Serial #:	76158162	Reg #:	2784634
	Mark:	MEGA-FLOW NOISE BRAKER		
4	Serial #:	76195972	Reg #:	NONE
	Mark:	A SMOOTH RIDE IS JUST A CLICK AWAY		
5	Serial #:	76231018	Reg #:	2976636
	Mark:	SLE		
6	Serial #:	76236170	Reg #:	2636998
	Mark:	ERIS		