

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BorgWarner PDS (Anderson), L.L.C.		07/03/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	900 W Trade Street		
Internal Address:	NC1-026-06-09 (MacLegal)		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	97790397	150MT	
Serial Number:	85467429	20SI	
Serial Number:	86319182	21SI	
Serial Number:	85549107	22SI	
Serial Number:	78748647	22SI HP	
Serial Number:	86436121	26SI	
Serial Number:	85467310	28MT	
Serial Number:	87297658	28SI	
Serial Number:	85467338	29MT	
Serial Number:	86436095	30SI	
Serial Number:	85549300	34SI	
Serial Number:	85549339	37MT	
Serial Number:	85549356	39MT	
Serial Number:	85549311	40SI	
Serial Number:	85551991	42MT	
Serial Number:	87297656	55SI	
Serial Number:	87389987	8SI	
Serial Number:	87390007	9SI	

OP \$565.00 97790397

Property Type	Number	Word Mark
Serial Number:	77150085	REMY
Serial Number:	77150056	REMY
Serial Number:	76405182	
Serial Number:	76532798	

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: Michael.Violet@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:	Sophie Bolt
SIGNATURE:	/Sophie Bolt/
DATE SIGNED:	07/03/2023

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT dated as of July 3, 2023 (this “*Agreement*”), between BorgWarner PDS (Anderson), L.L.C., (the “*Grantor*”) and Bank of America, N.A. (“*BofA*”), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of July 3, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among PHINIA Inc., (the “*Borrower*”), the Grantor and the other Loan Parties party thereto from time to time, the Lenders from time to time party thereto and BofA, as Administrative Agent and (b) the Pledge and Security Agreement dated as of July 3, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among the Borrower, the Grantor and each of the other Grantors from time to time party thereto and BofA, as Administrative Agent. The Lenders have extended, and have agreed to extend, credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower under the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, hereby does grant to the Administrative Agent and its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under the portion of the Collateral constituting Trademarks (including those listed on Schedule I hereto) (collectively, the “*Trademark Collateral*”).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

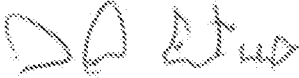
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT 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 AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCLUDING CONFLICT OF LAW PRINCIPLES PROVIDING FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BorgWarner PDS (Anderson), L.L.C.,
as Grantor

By: 

Name: Daniel Etue
Title: Vice President and Treasurer

BANK OF AMERICA, N.A., as Administrative Agent

By: 
Name: Erik Truette
Title Vice President

SCHEDULE I

Trademarks

Name of Grantor	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date
BorgWarner PDS (Anderson), L.L.C.	150MT	Pending	97/790397	10-Feb- 2023		
BorgWarner PDS (Anderson), L.L.C.	20SI	Registered	85/467429	08-Nov- 2011	4423776	29-Oct- 2013
BorgWarner PDS (Anderson), L.L.C.	21SI	Registered	86/319182	24-Jun- 2014	4688035	17-Feb- 2015
BorgWarner PDS (Anderson), L.L.C.	22SI	Registered	85/549107	22-Feb- 2012	4416754	15-Oct- 2013
BorgWarner PDS (Anderson), L.L.C.	22SI HP	Registered	78/748647	07-Nov- 2005	3157934	17-Oct- 2006
BorgWarner PDS (Anderson), L.L.C.	26SI	Registered	86/436121	27-Oct- 2014	4755707	16-Jun- 2015
BorgWarner PDS (Anderson), L.L.C.	28MT	Registered	85/467310	08-Nov- 2011	4274254	15-Jan- 2013
BorgWarner PDS (Anderson), L.L.C.	28SI	Registered	87/297658	11-Jan- 2017	5275709	29-Aug- 2017
BorgWarner PDS (Anderson), L.L.C.	29MT	Registered	85/467338	08-Nov- 2011	4278186	22-Jan- 2013
BorgWarner PDS (Anderson), L.L.C.	30SI	Registered	86/436095	27-Oct- 2014	4755705	16-Jun- 2015
BorgWarner PDS (Anderson), L.L.C.	34SI	Registered	85/549300	22-Feb- 2012	4442176	03-Dec- 2013
BorgWarner PDS (Anderson), L.L.C.	37MT	Registered	85/549339	22-Feb- 2012	4515174	15-Apr- 2014

Name of Grantor	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date
BorgWarner PDS (Anderson), L.L.C.	39MT	Registered	85/549356	22-Feb- 2012	4572817	22-Jul- 2014
BorgWarner PDS (Anderson), L.L.C.	40SI	Registered	85/549311	22-Feb- 2012	4213823	25-Sep- 2012
BorgWarner PDS (Anderson), L.L.C.	42MT	Registered	85/551991	24-Feb- 2012	4515178	15-Apr- 2014
BorgWarner PDS (Anderson), L.L.C.	55SI	Registered	87/297656	11-Jan- 2017	5275708	29-Aug- 2017
BorgWarner PDS (Anderson), L.L.C.	8SI	Registered	87/389987	29-Mar- 2017	5354042	12-Dec- 2017
BorgWarner PDS (Anderson), L.L.C.	9SI	Registered	87/390007	29-Mar- 2017	5354043	12-Dec- 2017
BorgWarner PDS (Anderson), L.L.C.	REMY	Registered	77/150085	05-Apr- 2007	3421636	06-May- 2008
BorgWarner PDS (Anderson), L.L.C.	REMY LOGO DESIGN (BLACK & RED)	Registered	77/150056	05-Apr- 2007	3421635	06-May- 2008
BorgWarner PDS (Anderson), L.L.C.	REMY LOGO DESIGN (BLACK & WHITE)	Registered	76/405182	06-May- 2002	2695461	11-Mar- 2003
BorgWarner PDS (Anderson), L.L.C.	REMY LOGO DESIGN (Without Color)	Registered	76/532798	15-Jul- 2003	2998705	20-Sep- 2005