

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Remy International, Inc.		12/17/2010	CORPORATION: DELAWARE
Remy Inc.		12/17/2010	CORPORATION: DELAWARE
Remy Power Products, LLC		12/17/2010	LIMITED LIABILITY COMPANY: DELAWARE
World Wide Automotive, L.L.C.		12/17/2010	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, LLC, as Agent		
Street Address:	150 South Wacker Drive, Suite 2200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	3421635	REMY	
Registration Number:	3421636	REMY	
Registration Number:	3599106	28SI	
Registration Number:	3666743	55SI	
Registration Number:	2695461		
Registration Number:	3786577	UNIT PARTS	
Registration Number:	3475313	MASTER QUALITY	
Registration Number:	1762708	SPC GOVERNMENT CERTIFIED QUALITY ASSURED STATISTICAL PROCESS CONTROL	
Registration Number:	1762445	SPC GOVERNMENT CERTIFIED QUALITY ASSURED STATISTICAL PROCESS CONTROL	

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TRADEMARK  
 REEL: 004439 FRAME: 0343

Registration Number:	3716815	A POWERFUL LEGACY   ENGINEERING THE FUTURE
Registration Number:	1953001	ROAD GANG
Registration Number:	2494892	ROAD GANG
Registration Number:	2449849	INTELLI-CHECK
Registration Number:	3022370	
Registration Number:	2907539	
Registration Number:	2946568	11SI
Registration Number:	2946567	24SI
Registration Number:	2998703	35SI
Registration Number:	2998704	35SI HP
Registration Number:	2998705	
Registration Number:	3019121	MXT
Registration Number:	3157934	22SI HP
Registration Number:	2236094	QUADRAMOUNT
Registration Number:	2637229	NEW GOLD
Registration Number:	2618176	PRIDEMARK
Registration Number:	2609799	WORLD WIDE AUTOMOTIVE
Registration Number:	2843607	SILVER EDITION
Registration Number:	3158246	PEAKPERFORMER
Registration Number:	3060771	ELECTRA
Serial Number:	77698546	REMY POWER PRODUCTS
Serial Number:	77698914	REMY POWER PRODUCTS

#### CORRESPONDENCE DATA

Fax Number: (312)863-7865

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312-201-3865

Email: sharon.patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson, Paralegal

Address Line 1: c/o Goldberg Kohn, 55 E. Monroe St.

Address Line 2: Ste. 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.259
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/

**TRADEMARK**  
**REEL: 004439 FRAME: 0344**

Date:

12/22/2010

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 17th day of December, 2010, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 17, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Remy International, Inc., a Delaware corporation ("Remy International"), Western Reman Industrial, Inc., an Indiana corporation ("Western Reman"), Power Investments, Inc., an Indiana corporation ("Power Investments"), Remy Electric Motors, L.L.C., a Virginia limited liability company ("Remy Electric"), Reman Holdings, L.L.C., a Delaware limited liability company ("Reman Holdings"), Remy India Holdings, Inc., a Delaware corporation ("Remy India"), Remy Technologies, L.L.C., a Delaware company ("Remy Technologies"), Remy Korea Holdings, L.L.C., a Delaware limited liability company ("Remy Korea"), Remy Inc., a Delaware corporation ("Remy Inc."), Remy International Holdings, Inc., a Delaware corporation ("Remy International Holdings"), Remy Power Products, LLC, a Delaware limited liability company ("Remy Power"), and World Wide Automotive, L.L.C., a Virginia limited liability company ("World Wide Automotive"; together with Remy International, Western Reman, Power Investments, Remy Electric, Reman Holdings, Remy India, Remy Technologies, Remy Korea, Remy Inc., Remy International Holdings, and Remy Power, are referred to hereinafter each individually as a "Borrower", and individually and collectively as the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of December 17, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify

this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Copyright Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be

construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

9. **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE CITY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.**

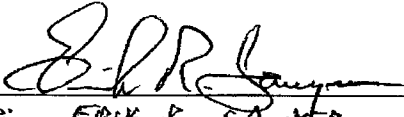
10. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

[signature page follows]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC, a  
Delaware limited liability company

By:   
Name: ERIK R. SAWYER  
Title: MANAGING DIRECTOR

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 004439 FRAME: 0350

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**REMY INTERNATIONAL, INC.,** a Delaware corporation

By: Fred Knechtel  
Name: Fred Knechtel  
Title: SVP, CFO, Corp Treasurer

**REMY INC.,** a Delaware corporation

By: Fred Knechtel  
Name: Fred Knechtel  
Title: SVP, CFO, Corp Treasurer

**REMY POWER PRODUCTS, LLC,** a Delaware limited liability company

By: Fred Knechtel  
Name: Fred Knechtel  
Title: SVP, CFO, Corp Treasurer


**WORLD WIDE AUTOMOTIVE, L.L.C.,** a Virginia limited liability company


By: Fred Knechtel  
Name: Fred Knechtel  
Title: SVP, CFO, Corp Treasurer

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**Trademark Registrations/Applications**

Registrations:

<b><u>Owner</u></b>	<b><u>Description</u></b>	<b><u>Application / Patent No.</u></b>	<b><u>Issue Dates</u></b>
Remy International, Inc.	REMY (stylized)	3,421,635 77/150056	06-May-2008
Remy International, Inc.	REMY (non-stylized)	3,421,636 77/150085	06-May-2008
Remy International, Inc.	28SI	3,599,106 77/152136	31-Mar-2009
Remy International, Inc.	55SI	Reg. 3,666,743 S/N 77/671118	11-Aug-2009
Remy International, Inc. 		2,695,461	11-Mar- 2003
Unit Parts Company (now known as Remy Power Products, LLC)	UNIT PARTS ®	Reg. 3,786,577 S/N 77/300601	11-May-2010
Unit Parts Company (now known as Remy Power Products, LLC)	MASTER QUALITY ®	Reg. 3,475,313 S/N 77/300610	29-Jul-2008
Unit Parts Company (now known as Remy Power Products, LLC)	SPC GOVERNMENT CERTIFIED QUALITY ASSURED STATISTICAL PROCESS CONTROL	Reg. 1,762,708	06-Apr-1993
Unit Parts Company (now known as Remy Power Products, LLC)	SPC GOVERNMENT CERTIFIED QUALITY ASSURED STATISTICAL PROCESS CONTROL	Reg. 1,762,445	06-Apr-1993

Remy International, Inc.	A POWERFUL LEGACY / ENGINEERING THE FUTURE ®	Reg. 3,716,815	24-Nov-2009
Remy Inc.	ROAD GANG ®	Reg. 1,953,001	30-Jan-1996
Remy Inc.	ROAD GANG ®	Reg. 2,494,892	2-Oct-2001
Remy Inc.	INTELLI-CHECK ®	Reg. 2,449,849	8-May-2001
Remy Inc.	DEVICE ONLY (Oval / black & red) ®	Reg. 3,022,370	6-Dec-2005
Remy Inc.	TRADE DRESS (Configuration of the top of a battery [black & red]) ®	Reg. 2,907,539	7-Dec-2004
Remy Inc.	11SI ®	Reg. 2,946,568	3-May-2005
Remy Inc.	24SI ®	Reg. 2,946,567	3-May-2005
Remy Inc.	35SI ®	Reg. 2,998,703	20-Sep-2005
Remy Inc.	35SI HP ®	Reg. 2,998,704	20-Sep-2005
Remy Inc. 	®	Reg. 2,998,705	20-Sep-2005
Remy Inc.	MxT ™	Reg. 3,019,121	29-Nov-2005
Remy Inc.	22SI HP ®	Reg. 3,157,934	17-Oct-2006
Remy Inc.	QUADRAMOUNT	Reg. 2,236,094	30-Mar-1999
Reman Holdings, LLC (f/k/a Remy Holdings, Inc.)	NEW GOLD ®	Reg. 2,637,229	15-Oct-2002
World Wide Automotive, L.L.C.	PRIDEMARK ®	Reg. 2,618,176	10-Sep-2002
World Wide Automotive, L.L.C.	WORLD WIDE AUTOMOTIVE ®	Reg. 2,609,799	20-Aug-2002
World Wide Automotive, L.L.C.	SILVER EDITION ®	Reg. 2,843,607	18-May-2004

World Wide Automotive, L.L.C.	PEAK PERFORMER ®	Reg. 3,158,246	17-Oct-2006
World Wide Automotive, L.L.C.	ELECTRA ®	Reg. 3,060,771	21-Feb-2006

Applications:

<u>Owner</u>	<u>Description</u>	<u>Application / Patent No.</u>	<u>Issue Dates</u>
Remy International, Inc.	REMY POWER PRODUCTS (non-stylized)	77/698546	Pending
Remy International, Inc.	REMY POWER PRODUCTS (stylized)	77/698914	Pending

Licenses:

TRADEMARK LICENSE AGREEMENT between Remy Inc. (f/k/a DRA, Inc.), Remy International, Inc. (f/k/a DR International, Inc.) and General Motors LLC (f/k/a General Motors Corporation) dated July 31, 1994