

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Trademark Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Remy Inc.		12/17/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Administrative Agent
<b>Street Address:</b>	214 N. Tryon Street
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	1953001	ROAD GANG
Registration Number:	2494892	ROAD GANG
Registration Number:	2449849	INTELLI-CHECK
Registration Number:	2522093	INTELLI-SCAN
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

CH \$365.00 1953001

CORRESPONDENCE DATA

Fax Number: (213)430-6407

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

Email: gdurham@omm.com

Correspondent Name: Gina M. Durham, Esq.

Address Line 1: 400 S. Hope Street

Address Line 2: O'Melveny & Myers LLP

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	019,368-1223 (BOFA/REMY)
NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/
Date:	12/20/2010

**Total Attachments: 4**

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## GRANT OF TRADEMARK SECURITY INTEREST

This GRANT OF TRADEMARK SECURITY INTEREST (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Grant of Trademark Security Interest") is made by Remy Inc., a Delaware corporation ("Grantor"), dated December 17, 2010, in favor of Bank of America, N.A., as administrative agent (in such capacity, together with its successors and assigns, the "**Administrative Agent**") for the Secured Parties.

**WHEREAS**, pursuant to the Term B Loan 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 (the "**Company**"), the Lenders from time to time party thereto and Bank of America, N.A., as administrative agent (in such capacity, together with its successors and assigns, the "**Administrative Agent**"), Lenders desire to make or have made certain Term B loans to the Company, subject to the terms and conditions set forth in the Credit Agreement.

**WHEREAS**, pursuant to the terms of the Security Agreement dated as of December 17, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"; capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in the Security Agreement), among Grantor, Administrative Agent and the other grantors named therein, Grantor has created in favor of Administrative Agent a security interest in, and Administrative Agent has become a secured creditor with respect to, certain intellectual property of Grantor, including the Trademark Collateral (as defined below);

**WHEREAS**, under the terms of the Security Agreement, Grantor has agreed as a condition thereof to execute this Grant of Trademark Security Interest for recording with the United States Patent and Trademark Office and other governmental authorities.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Administrative Agent pursuant to the Security Agreement, the Grantor agrees as follows:

1. Grant of Security. Grantor hereby grants to Administrative Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(a) all trademarks and service mark registrations and applications set forth on Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use trademark application under applicable federal law), and all goodwill of such Grantor's business symbolized by such trademarks and associated therewith;

(b) all renewals and extensions thereof;

(c) all rights (but not obligations) corresponding to the foregoing to sue for past, present and future infringements;

(d) all proceeds, products, rents, profits from and other payments now or hereafter due and payable with respect to, any and all of the foregoing. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

2. Security for Obligations. The grant of a security interest in the Trademark Collateral by Grantor under this Grant of Trademark Security Interest secures the payment of all the Secured Obligations. Without limiting the generality of the foregoing, this Grant of Trademark Security Interest secures the payment of all amounts that constitute part of the Secured Obligations and would be owed to the Administrative Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government authority file and record this Grant of Trademark Security Interest.

4. Rights and Remedies. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral 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.

5. Governing Law. This Grant of Trademark Security Interest shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized s of the date first written above.


REMY INC.

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

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

**U.S. Trademarks:**

Registrations:

<u>Owner</u>	<u>Description</u>	<u>Application / Patent No.</u>	<u>Issue Dates</u>
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.	INTELLI-SCAN ®	Reg. 2,522,093	25-Dec-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

LA1:1202176

**RECORDED: 12/20/2010**

**TRADEMARK  
REEL: 004470 FRAME: 0691**