

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE BANK OF NEW YORK MELLON		04/04/2011	BANKING CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	DELPHI TRADE MANAGEMENT LLC
Street Address:	5725 DELPHI DRIVE
City:	TROY
State/Country:	MICHIGAN
Postal Code:	48098
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	DELPHI MEDICAL SYSTEMS LLC
Street Address:	5725 DELPHI DRIVE
City:	TROY
State/Country:	MICHIGAN
Postal Code:	48098
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	DELPHI INTERNATIONAL SERVICES COMPANY LLC
Street Address:	5725 DELPHI DRIVE
City:	TROY
State/Country:	MICHIGAN
Postal Code:	48098
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	DELPHI HOLDINGS LLC
Street Address:	5725 DELPHI DRIVE
City:	TROY
State/Country:	MICHIGAN

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TRADEMARK
 REEL: 004523 FRAME: 0199

CH \$215.00 78115882

Postal Code:	48098
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	DELPHI CORPORATION
Street Address:	5725 DELPHI DRIVE
City:	TROY
State/Country:	MICHIGAN
Postal Code:	48098
Entity Type:	CORPORATION: DELAWARE

Name:	DELPHI CONNECTION SYSTEMS LLC
Street Address:	5725 DELPHI DRIVE
City:	TROY
State/Country:	MICHIGAN
Postal Code:	48098
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	DELPHI AUTOMOTIVE SYSTEMS LLC
Street Address:	5725 DELPHI DRIVE
City:	TROY
State/Country:	MICHIGAN
Postal Code:	48098
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	DELPHI TECHNOLOGIES, INC.
Street Address:	5725 DELPHI DRIVE
City:	TROY
State/Country:	MICHIGAN
Postal Code:	48098
Entity Type:	CORPORATION: DELAWARE

Name:	DELPHI PROPERTIES MANAGEMENT LLC
Street Address:	5725 DELPHI DRIVE
City:	TROY
State/Country:	MICHIGAN
Postal Code:	48098
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	DELPHI CONNECTION SYSTEMS HOLDINGS LLC
Street Address:	5725 DELPHI DRIVE

City:	TROY
State/Country:	MICHIGAN
Postal Code:	48098
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78115882	DELPHI
Registration Number:	2919187	DELPHI
Registration Number:	3127203	DELPHI
Registration Number:	2833482	DELPHI
Registration Number:	2523941	DELPHI AUTOMOTIVE SYSTEMS
Registration Number:	2436360	DELPHI
Registration Number:	2577022	DELPHI
Registration Number:	2030835	DELPHI

CORRESPONDENCE DATA

Fax Number: (650)838-5109
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650-838-3743
Email: jlik@shearman.com
Correspondent Name: Gloria Jung
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	31135/28
NAME OF SUBMITTER:	GLORIA JUNG
Signature:	/GLORIA JUNG/
Date:	04/14/2011

Total Attachments: 6
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TRADEMARK SECURITY RELEASE

This Trademark Security Release (this "**Release**") is made and entered into as of this 4th day of April 2011 by and among The Bank of New York Mellon, as administrative agent for the Secured Parties (in such capacity, the "**Administrative Agent**"), in favor of the entities listed on Exhibit A (the "**Grantors**"). All capitalized terms used but not defined herein have the meanings set forth in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, all of the Grantors and the Administrative Agent are party to that certain Pledge and Security Agreement, dated as of October 6, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") and that certain Trademark Security Agreement entered into in connection therewith, dated as of November 6, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**");

WHEREAS, pursuant to the Trademark Security Agreement, the Grantors granted to the Administrative Agent, a lien on and security interest in, the Trademark Collateral, including, without limitation, the Trademarks set forth on Schedule A hereto;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 13, 2009 at reel 4095, frame 0959; and

NOW THEREFORE, in consideration of the foregoing, the Administrative Agent, intending to be legally bound, agrees as follows:

1. The Administrative Agent does hereby (i) terminate the Trademark Security Agreement, and (ii) absolutely, unconditionally and irrevocably terminate, cancel, release and forever discharge and convey to the Grantors, their successors, assigns and other legal representatives, without representation or warranty of any kind, all of the Administrative Agent's or its predecessors, successors and assigns right, title and interest in and to the Trademark Collateral, including, without limitation, the Trademarks set forth on Schedule A attached hereto.
2. The Administrative Agent authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Release.
3. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the Administrative Agent and the Grantors.

4. The Administrative Agent shall take all further actions, and provide to each Grantor, its successors, assigns and other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments in form and substance reasonably satisfactory to the Administrative Agent), at the sole cost and expense of the Grantors, reasonably requested by any Grantor to more fully effectuate the purposes of this Release.
5. This Release shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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IN WITNESS WHEREOF, the undersigned has entered into this Release
as of the date first above written, intending to be legally bound.

The Bank of New York Mellon, as the
Administrative Agent



By: MELINDA VALENTINE
Title: VICE PRESIDENT

EXHIBIT A

GRANTORS

Delphi Connection Systems Holdings LLC
Delphi Properties Management LLC
Delphi Technologies, Inc.
Delphi Automotive Systems LLC
Delphi Connection Systems LLC
Delphi Corporation
Delphi Holdings LLC
Delphi International Services Company LLC
Delphi Medical Systems LLC
Delphi Trade Management LLC

SCHEDULE A
TRADEMARKS

See attached.

Mark	Registration No.	Serial No.	Assignee/Applicant
DELPHI	n/a	78115882	Delphi Technologies, Inc.
DELPHI	2919187	75717554	Delphi Technologies, Inc.
DELPHI	3127203	75678363	Delphi Technologies, Inc.
DELPHI	2833482	75717821	Delphi Technologies, Inc.
DELPHI AUTOMOTIVE SYSTEMS	2523941	75717824	Delphi Technologies, Inc.
DELPHI	2436360	75717822	Delphi Technologies, Inc.
DELPHI	2577022	75701444	Delphi Technologies, Inc.
DELPHI	2030835	74622021	Delphi Technologies, Inc.