

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Delphi Technologies, Inc.		04/14/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	1111 Fannin Street		
<b>Internal Address:</b>	10th Floor		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77002-6925		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2833482	DELPHI	
Registration Number:	2436360	DELPHI	
Registration Number:	2030835	DELPHI	
Registration Number:	2577022	DELPHI	
Registration Number:	2919187	DELPHI	
Registration Number:	3127203	DELPHI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(800)516-6304		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6142803562		
<b>Email:</b>	ted.mulligan@wolterskluwer.com		
<b>Correspondent Name:</b>	Ted Mulligan		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		

**OP \$165.00 2833482**

ATTORNEY DOCKET NUMBER:	8124449-1
NAME OF SUBMITTER:	Ted Mulligan
Signature:	/Ted Mulligan/
Date:	04/18/2011
Total Attachments: 6 source=trademark sec agt 2011-04-14 #page2.tif source=trademark sec agt 2011-04-14 #page3.tif source=trademark sec agt 2011-04-14 #page4.tif source=trademark sec agt 2011-04-14 #page5.tif source=trademark sec agt 2011-04-14 #page6.tif source=trademark sec agt 2011-04-14 #page7.tif	

**SHORT FORM TRADEMARK SECURITY AGREEMENT**

**TRADEMARK SECURITY AGREEMENT**, dated as of April 14, 2011 by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors"), in favor of JPMorgan Chase Bank, N.A., as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Administrative Agent").

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, dated as of March 31, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among DELPHI AUTOMOTIVE LLP, a limited liability partnership incorporated under the law of England and Wales ("Parent"), DELPHI HOLDINGS S.À. R.L., a wholly-owned subsidiary of Parent and a Luxembourg private limited liability company (*société responsabilité limitée*) registered with the Luxembourg Register of Commerce and Companies, as the intermediate holding company ("Intermediate Holdco"), DELPHI CORPORATION (the "Borrower"), the Lenders party thereto and JPMORGAN CHASE BANK, N.A., as administrative agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

***Section 2. Grant of Security Interest in Trademark Collateral***

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

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

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

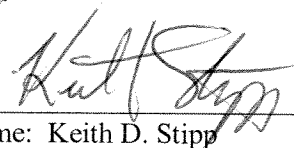
***Section 3. Security Agreement***

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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.

[SIGNATURE PAGES FOLLOW]

54 IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to  
55 be executed and delivered by its duly authorized officer as of the date first set forth above.

56 DELPHI TECHNOLOGIES, INC.,  
57 *as Grantor*

58 By:   
59 \_\_\_\_\_  
60 Name: Keith D. Stipp  
61 Title: Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGED AND AGREED  
as of the date first above written:

JPMORGAN CHASE BANK, N.A.,  
*as Administrative Agent*

By: 

Name: Richard W. Duker  
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

- A. REGISTERED TRADEMARKS
- B. TRADEMARK APPLICATIONS
- C. TRADEMARK LICENSES

<b>Mark</b>	<b>Registration No.</b>	<b>Serial No.</b>	<b>Assignee/Applicant</b>
DELPHI	2833482	75/717,821	Delphi Technologies, Inc.
DELPHI	2436360	75/717,822	Delphi Technologies, Inc.
DELPHI	2030835	74/622,021	Delphi Technologies, Inc.
DELPHI	2577022	75/701,444	Delphi Technologies, Inc.
DELPHI	2919187	75/717,554	Delphi Technologies, Inc.
DELPHI	3127203	75/678,363	Delphi Technologies, Inc.