

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Raybestos Powertrain, LLC		03/02/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	299 Park Avenue		
Internal Address:	22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	1673388	PERFORMANCE THROUGH TECHNOLOGY	
Registration Number:	1678426	BLUE PLATE SPECIAL	
Registration Number:	1738236	RAY-FLEX	
Registration Number:	1739690	RAY USA	
Registration Number:	1822121	CLUTCH-PACK	
Registration Number:	2952645	SW CARBON	
Registration Number:	2891768	X-32	
Registration Number:	2957628	TAKES HEAT WITHOUT CONING ZPAK	
Registration Number:	3754122	ALLOMATIC	
Registration Number:	4066470	GPXX	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		

900216404

TRADEMARK
 REEL: 004728 FRAME: 0944

CH \$265.00 1673388

Phone: 212-756-2132

Email: scott.kareff@srz.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

014951-1292

NAME OF SUBMITTER:

Scott Kareff (014951-1292)

Signature:

/kc for sk/

Date:

03/02/2012

Total Attachments: 4

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of March 2, 2012, by Raybestos Powertrain, LLC, a Delaware limited liability company ("Grantor"), in favor of Cerberus Business Finance, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Agent").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated March 2, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Agent for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Agent and grant to the Agent for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the 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.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

GRANTORS:

RAYBESTOS POWERTRAIN, LLC

By: 

Name: Justin Hillenbrand

Title: President

Schedule A

Trademark Registrations and Applications

Trademark	Registration or Serial Number	Owner
Performance Through Technology	1,673,388	Raybestos Powertrain, LLC
Blue Plate Special	1,678,426	Raybestos Powertrain, LLC
Ray-flex	1,738,236	Raybestos Powertrain, LLC
RAY USA and Design	1,739,690	Raybestos Powertrain, LLC
Clutch-Pack	1,822,121	Raybestos Powertrain, LLC
SW Carbon & Design	2,952,645	Raybestos Powertrain, LLC
X-32	2,891,768	Raybestos Powertrain, LLC
ZPAK & Design – Takes Heat Without Coning	2,957,628	Raybestos Powertrain, LLC
ALLOMATIC	3,754,122	Raybestos Powertrain, LLC
GPXX and Design	4,066,470	Raybestos Powertrain, LLC