

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
WALBRO ENGINE MANAGEMENT L.L.C.		11/08/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Mizuho Corporate Bank, Ltd.		
Street Address:	2-5-1 Marunouchi, Chiyoda-ku		
City:	Tokyo		
State/Country:	JAPAN		
Postal Code:	100-8210		
Entity Type:	CORPORATION: JAPAN		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3287832	W WALBRO	
Registration Number:	0938745	WALBRO	
Registration Number:	3542323	WALBRO	
Registration Number:	3678282	WE ENABLE MACHINES THAT MAKE LIFE BETTER	
Serial Number:	85403312	EEM	
CORRESPONDENCE DATA			
Fax Number:	2123101825		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212 626 4810		
Email:	nyctrademarks@bakermckenzie.com		
Correspondent Name:	Michael J. Bales		
Address Line 1:	1114 Avenue of the Americas		
Address Line 2:	Baker & McKenzie LLP		
Address Line 4:	New York, NEW YORK 10036		

CH \$140.00 3287832

ATTORNEY DOCKET NUMBER:	90205615-000008
DOMESTIC REPRESENTATIVE Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Michael J. Bales
Signature:	/mjb/
Date:	11/08/2012
Total Attachments: 4 source=6 - Notice of Grant of Security Interest in Trademarks-467542 (executed)#page1.tif source=6 - Notice of Grant of Security Interest in Trademarks-467542 (executed)#page2.tif source=6 - Notice of Grant of Security Interest in Trademarks-467542 (executed)#page3.tif source=6 - Notice of Grant of Security Interest in Trademarks-467542 (executed)#page4.tif	

**NOTICE OF GRANT OF A
SECURITY INTEREST IN TRADEMARKS**

THIS NOTICE OF GRANT OF A SECURITY INTEREST IN TRADEMARKS (this "Notice"), dated as of November 8, 2012, made by and among Walbro Engine Management L.L.C. (the "Grantor"), in favor of Mizuho Corporate Bank, Ltd., as Security Agent (the "Secured Party"; together with the Grantor, the "Parties").

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 1, 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 as of September 14, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Mizuho Corporate Bank, Ltd., as the Security Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee 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 "Trademark Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby acknowledge publicly its grant of the security interest in the Trademark Collateral to the Grantee for the benefit of the Secured Parties pursuant to the Security Agreement.

The Grantor hereby acknowledges and agrees that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the Security Agreement or upon the mutual consent of the Grantee.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademark Collateral are more fully set forth in the Security Agreement.


This Notice may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

The Grantor will perform such other and further acts necessary to give effect to this Notice including, without limitation, the public filing or recordation thereof with the applicable public filing bodies.

This Notice shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Notice to be duly executed and delivered as of the date first set forth above.

WALBRO ENGINE MANAGEMENT L.L.C.,
as Grantor

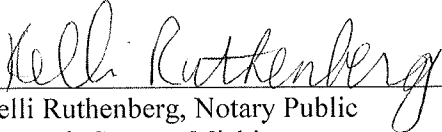
By:  _____

Name: Edward K. Duplaga

Title: Secretary

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 8th day of November, 2012, by Edward K. Duplaga, Secretary of Walbro Engine Management L.L.C., a Delaware limited liability company, on behalf of the limited liability company.



Kelli Ruthenberg, Notary Public
Macomb County, Michigan
My commission expires: 10/06/2019
Acting in the County of Oakland

SCHEDULE 1
TO
GRANT OF A SECURITY INTEREST IN TRADEMARKS

Trademark	Register Number	Status	Serial Number
"W WALBRO" (Slanted Design)	3287832	Registered	78/661094
WALBRO (Word Mark)	938745	Registered	72/388448
WALBRO (Word Mark)	3542323	Registered	76/668119
WE ENABLE MACHINES THAT MAKE LIFE BETTER	3678282	Registered	77/300758
EEM	—	Published	85/403312