

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest (IP Security Agreement Supplement)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
REMY INTERNATIONAL, INC.		03/05/2013	CORPORATION:
REMY INC.		03/05/2013	CORPORATION:
REMY TECHNOLOGIES, L.L.C.		03/05/2013	LIMITED LIABILITY COMPANY:
REMAN HOLDINGS, L.L.C.		03/05/2013	LIMITED LIABILITY COMPANY:
REMY ELECTRIC MOTORS, L.L.C.		03/05/2013	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS AGENT
Street Address:	214 N. TRYON STREET
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association: UNKNOWN

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	2637229	NEW GOLD
Registration Number:	4171084	44MT
Registration Number:	4213823	40SI
Registration Number:	4213837	50DN
Serial Number:	85431915	8SI
Serial Number:	85431949	9SI
Serial Number:	85530120	REMY THE POWER OF ONE
Serial Number:	85438967	16SI
Serial Number:	85439000	129SI

CH \$940.00 2637229

Serial Number:	85439768	38SI
Serial Number:	85439931	138SI
Serial Number:	85467212	5SI
Serial Number:	85467264	10SI
Serial Number:	85467310	28MT
Serial Number:	85467338	29MT
Serial Number:	85467368	38MT
Serial Number:	85467429	20SI
Serial Number:	85522933	REMY WE START THE WORLD & KEEP IT RUNNING
Serial Number:	85536174	7SI
Serial Number:	85536207	21SI
Serial Number:	85539595	DR29S
Serial Number:	85549093	19SI
Serial Number:	85549107	22SI
Serial Number:	85549112	23SI
Serial Number:	85549129	26SI
Serial Number:	85549145	30SI
Serial Number:	85549285	33SI
Serial Number:	85549300	34SI
Serial Number:	85549339	37MT
Serial Number:	85549356	39MT
Serial Number:	85549368	41MT
Serial Number:	85549391	50MT
Serial Number:	85549772	DR23P
Serial Number:	85549786	DR22S
Serial Number:	85549806	DR42S
Serial Number:	85551991	42MT
Serial Number:	85800942	WE START THE WORLD & KEEP IT RUNNING

CORRESPONDENCE DATA

Fax Number: 2134306407

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

Email: gdurham@omm.com

Correspondent Name: Gina M. Durham, Esq.

Address Line 1: 400 S. Hope Street

Address Line 2: O'Melveny & Myers LLP

TRADEMARK
REEL: 004975 FRAME: 0041

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 019,368-1223

NAME OF SUBMITTER: Gina M. Durham

Signature: /Gina M. Durham/

Date: 03/05/2013

Total Attachments: 12

source=Remy-IP Supplement (executed)#page1.tif
source=Remy-IP Supplement (executed)#page2.tif
source=Remy-IP Supplement (executed)#page3.tif
source=Remy-IP Supplement (executed)#page4.tif
source=Remy-IP Supplement (executed)#page5.tif
source=Remy-IP Supplement (executed)#page6.tif
source=Remy-IP Supplement (executed)#page7.tif
source=Remy-IP Supplement (executed)#page8.tif
source=Remy-IP Supplement (executed)#page9.tif
source=Remy-IP Supplement (executed)#page10.tif
source=Remy-IP Supplement (executed)#page11.tif
source=Remy-IP Supplement (executed)#page12.tif

IP SECURITY AGREEMENT SUPPLEMENT

This IP SECURITY AGREEMENT SUPPLEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement Supplement" is made by **REMY INTERNATIONAL, INC., REMY INC., REMY TECHNOLOGIES, L.L.C., REMAN HOLDINGS, L.L.C.,** and **REMY ELECTRIC MOTORS, L.L.C.** (each a "Grantor" and collectively the "Grantors"), dated March 5, 2013, 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 Amended and Restated Term B Loan Credit Agreement, dated as of the date hereof (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 Administrative Agent, the Lenders will extend term B loans to the Company, the proceeds of which will be used to refinance the loans under the Term B Loan Credit Agreement, dated as of December 17, 2010, by and among the Company, the lenders from time to time party thereto and Administrative Agent, and for general corporate and working capital purposes.

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 Grantors, Administrative Agent and the other grantors named therein, Grantors have 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 Grantors, including the Additional Intellectual Property Collateral (as defined below);

WHEREAS, under the terms of the Security Agreement, Grantors have agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the United States Patent and Trademark Office, United States Copyright 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 Grantors to Administrative Agent pursuant to the Security Agreement, the Grantors agree as follows:

1. Grant of Security. Grantors hereby grants to Administrative Agent a security interest in all of Grantors' right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantors now have or hereafter acquire an interest and wherever the same may be located (the "**Additional Intellectual Property 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 the trademarks and associated therewith;

(b) all patents and patent applications set forth on Schedule B hereto;

(c) all copyrights, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto;

(d) all extension, renewals, re-issues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing;

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

(f) 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 IP Security Agreement Supplement, the term "proceeds" includes whatever is receivable or received when Additional Intellectual Property 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 Additional Intellectual Property Collateral by Grantors under this IP Security Agreement Supplement secures the payment of all the Secured Obligations. Without limiting the generality of the foregoing, this IP Security Agreement Supplement 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 Grantors.

3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks, the Commissioner for Patents, and the Register of Copyrights and any other applicable government authority file and record this IP Security Agreement Supplement.

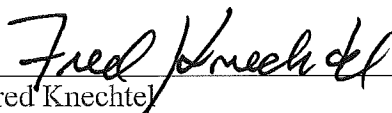
4. Rights and Remedies. Grantors do hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Additional Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Grantors have caused this IP Security Agreement Supplement to be duly executed and delivered by its duly authorized officer as of the date first written above.

REMY INTERNATIONAL, INC.
REMY INC.
REMY TECHNOLOGIES, L.L.C.
REMAN HOLDINGS, L.L.C.
REMY ELECTRIC MOTORS, L.L.C.

By: 
Name: Fred Knechtel
Title: Senior VP and Chief Financial Officer

**SCHEDULE A
TO
IP SECURITY AGREEMENT SUPPLEMENT**

UNITED STATES PATENTS:

Registrations:

OWNER	PATENT REGISTRATION NUMBER	DESCRIPTION	ISSUE DATES
Remy Technologies, LLC	D649,977	Drive system	6-Dec-11
Remy Technologies, LLC	8,281,481	Method for loading stator windings into a stator core	9-Oct-12
Remy Technologies, LLC	8,291,577	Apparatus for loading stator windings into a stator core	23-Oct-12
Remy Technologies, LLC	8,344,833	Electric machine including a switch terminal and method of connecting an end portion of a wire to a terminal of an electric machine	1-Jan-13
Remy Technologies, LLC	5,281,881	Frame and magnet assembly for a dynamoelectric machine	25-Jan-94
Remy Technologies, LLC	5,353,491	Method of making frame and magnet assembly for a dynamoelectric machine	11-Oct-94
Remy Technologies, LLC	5,753,992	Single piece brush fixture for dynamoelectric machine	19-May-98
Remy Technologies, LLC	8,281,481	METHOD FOR LOADING STATOR WINDINGS INTO A STATOR CORE	9-Oct-12
Remy Technologies, LLC	8,291,577	APPARATUS FOR LOADING STATOR WINDINGS INTO A STATOR CORE	23-Oct-12
Remy Technologies, LLC	8,297,101	APPARATUS AND METHOD FOR FORMING WIRE LOOPS FOR A DYNAMOELECTRIC MACHINE	30-Oct-12

Patent Applications:

OWNER	PATENT APPLICATION NUMBER	DESCRIPTION
Remy Technologies, LLC	12/953,033	CONCENTRIC MOTOR POWER GENERATION AND DRIVE SYSTEM
Remy Technologies, LLC	12/960,628	METHOD OF WINDING A PLURALITY OF STATOR TEETH OF A SEGMENTED STATOR CORE
Remy Technologies, LLC	12/985,403	ELECTRIC MACHINE HAVING INTEGRATED RESOLVER
Remy Technologies, LLC	13/007,117	ELECTRIC MACHINE HAVING AN INTEGRATED ROTOR TEMPERATURE SENSOR
Remy Technologies, LLC	13/007,154	ELECTRIC MACHINE WITH INTEGRATED BEARING TEMPERATURE SENSOR
Remy Technologies, LLC	13/007,181	ELECTRIC MACHINE WITH INTEGRATED COOLANT TEMPERATURE SENSOR
Remy Technologies, LLC	13/007,199	ELECTRIC MACHINE HAVING AN INTEGRATED VIBRATION SENSOR
Remy Technologies, LLC	13/007,224	PERMANENT MAGNET ELECTRIC MACHINE HAVING AN INTEGRATED MAGNETIC FLUX SENSOR
Remy Technologies, LLC	13/007,243	ELECTRIC MACHINE HAVING AN INTEGRATED COOLANT LEVEL SENSOR
Remy Technologies, LLC	13/010,877	STATOR WINDING CONNECTION ARRANGEMENT
Remy Technologies, LLC	13/010,898	METHOD OF BLOCKING ELECTRO-MAGNETIC INTERFERENCE (EMI) IN AN ELECTRIC MACHINE AND APPARATUS
Remy Technologies, LLC	13/016,940	Electric Machine Cooling System and Method
Remy Technologies, LLC	13/031,512	Alternator Assembly With Opportunistic Voltage Regulation System

OWNER	PATENT APPLICATION NUMBER	DESCRIPTION
Remy Technologies, LLC	13/050,406	POSITION SENSING SYSTEM FOR A THREE (3) PHASE ELECTRIC MOTOR
Remy Technologies, LLC	13/051,931	Electric Machine with Fully Enclosed In-Slot Conductors
Remy Technologies, LLC	13/051,954	CONDUCTOR INSULATION ARRANGEMENT FOR ELECTRIC MACHINE WINDING
Remy Technologies, LLC	13/081,191	ASYNCHRONOUS BOOST ASSIST SYSTEM FOR A MOTOR VEHICLE
Remy Technologies, LLC	13/085,321	Electric Machine Module Cooling System and Method
Remy Technologies, LLC	13/100,917	TANDEM ELECTRIC MOTOR VEHICLE DRIVE SYSTEM
Remy Technologies, LLC	13/101,044	Electric Machine Component Temperature Monitoring
Remy Technologies, LLC	13/101,049	Electric Machine Cooling System and Method
Remy Technologies, LLC	13/101,056	Electric Machine Cooling System and Method
Remy Technologies, LLC	13/104,843	Cooling Combinations for Electric Machines
Remy Technologies, LLC	13/110,772	Sleeve Member for an Electric Machine
Remy Technologies, LLC	13/112,204	Stator Winding Assembly and Method
Remy Technologies, LLC	13/153,865	Electric Machine Cooling System and Method

OWNER	PATENT APPLICATION NUMBER	DESCRIPTION
Remy Technologies, LLC	13/156,129	Electric Machine Cooling System and Method
Remy Technologies, LLC	13/172,406	STATOR SLEEVE FOR AN ELECTRIC MACHINE AND METHOD OF ESTABLISHING A COOLANT CAVITY ABOUT A STATOR FOR AN ELECTRIC MACHINE
Remy Technologies, LLC	13/179,040	ELECTRIC MACHINE ALIGNMENT ADAPTER
Remy Technologies, LLC	13/180,342	Cooling System and Method for Electronic Machines
Remy Technologies, LLC	13/181,160	Rotor Assembly for an Electric Machine
Remy Technologies, LLC	13/181,264	Electric Machine Module Cooling System and Method
Remy Technologies, LLC	13/289,647	Drive System
Remy Technologies, LLC	13/355,941	MACHINE WITH HIGH VOLTAGE ENCLOSURE COVER
Remy Technologies, LLC	13/488,327	ELECTRIC MACHINE MODULE COOLING SYSTEM AND METHOD
Remy Technologies, LLC	13/541,528	ELECTRIC MACHINE MODULE INSULATION SYSTEM AND METHOD
Remy Technologies, LLC	13/550,042	Method and Arrangement for Cooling Claw-Pole Electric Machines

**SCHEDULE B
TO
IP SECURITY AGREEMENT SUPPLEMENT**

UNITED STATES TRADEMARKS:

Trademark Registrations:

<u>Owner</u>	<u>Description</u>	<u>Trademark Registration Number</u>	<u>Issue Date</u>
Reman Holdings, L.L.C. (f/k/a Remy Holdings, Inc.)	NEW GOLD ®	2,637,229	15-Oct-2002
Remy Technologies, LLC	44MT	4,171,084	10-July-2012
Remy Technologies, LLC	40SI	4,213,823	25-Sept-2012
Remy Technologies, LLC	50DN	4,213,837	25-Sept-2012

Trademark Applications:

<u>Owner</u>	<u>Description</u>	<u>Trademark Application Number</u>	<u>Appl Date</u>
Remy Inc.	8SI	85/431,915	26-Sep-11
Remy Inc.	9SI	85/431,949	26-Sep-11
Remy International, Inc.	REMY THE POWER OF ONE	85/530,120	31-Jan-12
Remy Technologies, LLC	16SI	85/438,967	4-Oct-11
Remy Technologies, LLC	129SI	85/439,000	4-Oct-11
Remy Technologies, LLC	38SI	85/439,768	5-Oct-11

<u>Owner</u>	<u>Description</u>	<u>Trademark Application Number</u>	<u>Appl Date</u>
Remy Technologies, LLC	138SI	85/439,931	5-Oct-11
Remy Technologies, LLC	5SI	85/467,212	8-Nov-11
Remy Technologies, LLC	10SI	85/467,264	8-Nov-11
Remy Technologies, LLC	28MT	85/467,310	8-Nov-11
Remy Technologies, LLC	29MT	85/467,338	8-Nov-11
Remy Technologies, LLC	38MT	85/467,368	8-Nov-11
Remy Technologies, LLC	20SI	85/467,429	8-Nov-11
Remy Technologies, LLC	REMY WE START THE WORLD & KEEP IT RUNNING	85/522,933	23-Jan-12
Remy Technologies, LLC	7SI	85/536,174	7-Feb-12
Remy Technologies, LLC	21SI	85/536,207	7-Feb-12
Remy Technologies, LLC	DR29S	85/539,595	10-Feb-12
Remy Technologies, LLC	19SI	85/549,093	22-Feb-12
Remy Technologies, LLC	22SI	85/549,107	22-Feb-12
Remy Technologies, LLC	23SI	85/549,112	22-Feb-12
Remy Technologies, LLC	26SI	85/549,129	22-Feb-12
Remy Technologies, LLC	30SI	85/549,145	22-Feb-12
Remy Technologies, LLC	33SI	85/549,285	22-Feb-12
Remy Technologies, LLC	34SI	85/549,300	22-Feb-12
Remy Technologies, LLC	37MT	85/549,339	22-Feb-12

<u>Owner</u>	<u>Description</u>	<u>Trademark Application Number</u>	<u>Appl Date</u>
Remy Technologies, LLC	39MT	85/549,356	22-Feb-12
Remy Technologies, LLC	41MT	85/549,368	22-Feb-12
Remy Technologies, LLC	50MT	85/549,391	22-Feb-12
Remy Technologies, LLC	DR23P	85/549,772	22-Feb-12
Remy Technologies, LLC	DR22S	85/549,786	22-Feb-12
Remy Technologies, LLC	DR42S	85/549,806	22-Feb-12
Remy Technologies, LLC	42MT	85/551,991	24-Feb-12
Remy Technologies, LLC	WE START THE WORLD & KEEP IT RUNNING	85/800,942	12-Dec-12

**SCHEDULE C
TO
IP SECURITY AGREEMENT SUPPLEMENT**

UNITED STATES COPYRIGHTS:

Copyright Registrations:

<u>Owner</u>	<u>Description</u>	<u>Copyright Registration Number</u>	<u>Issue Dates</u>
Remy Electric Motors, L.L.C. (f/k/a Publitech, Inc.)	WORLD WIDE AUTOMOTIVE Agricultural • Industrial • Heavy Duty Alternators & Starters - 2000 Edition (Cat. No. HD-00-01)	TX5-415-261	31-Dec-01
Remy Electric Motors, L.L.C. (f/k/a Publitech, Inc.)	PRECISION ALTERNATOR & STARTER Master Application Guide Remanufactured Alternators & Starters - Domestic & Import- 2000 Edition	TX5-456-277	13-Dec-01
Remy Electric Motors, L.L.C. (f/k/a Publitech, Inc.)	DURALAST 2001 IMPORT EDITION - Alternators & Starters For Domestic & Import Vehicles (Cat. No. I5-116 / Supersedes Catalog No. I5-112; Weatherly Index 580))	TX5-449-925	13-Dec-01
Remy Electric Motors, L.L.C. (f/k/a Publitech, Inc.)	World Wide Automotive - Alternators & Starters for Domestic & Import Vehicles - Application Guide - 2001 Edition (Cat. No. I5-115 / Supersedes Catalog No. I5-110; Weatherly Index 580))	TX5-469-781	18-Dec-01
Remy Electric Motors, L.L.C. (f/k/a Publitech, Inc.)	World wide automotive : 1989 edition application guide for import water pumps.	TX0002767935	1989
Remy Electric Motors, L.L.C. (f/k/a Publitech, Inc.)	World wide automotive : 1990 edition application guide for import alternators & starters.	TX0002767934	1989
Remy Electric Motors, L.L.C. (f/k/a Publitech, Inc.)	PRIDEMARK - Alternators & Starters for Domestic & Import Vehicles 2001 Edition (Cat. No. I5-117 / Supersedes Catalog No. I5-111; Weatherly Index 580))	TX5-415-260	17-Dec-01

<u>Owner</u>	<u>Description</u>	<u>Copyright Registration Number</u>	<u>Issue Dates</u>
Remy Electric Motors, L.L.C. (f/k/a Publitech, Inc.)	PrideMark starters and alternators for import applications : 1988 catalog.	TX0002640231	1987
Remy Electric Motors, L.L.C. (f/k/a Publitech, Inc.)	ULTIMA - Alternators & Starters - Premium Quality ... Premium Components - 2001 Edition (Cat. No. 02001 / Supersedes Catalog No.00099)	TX5-449-619	13-Dec-01
Remy Electric Motors, L.L.C. (f/k/a Publitech, Inc.)	Ultima : alternators & starters : premium quality--premium components.	CSN0137513	2000
Remy Electric Motors, L.L.C. (f/k/a Publitech, Inc.)	New Gold - The Ultra Performer - New Alternators & Starters for Domestic & Import Vehicles Application Guide - 2002 Edition (Cat. No. WWNU-0602 / Inaugural Issue)	TX5-449-611	17-Dec-01
Remy Electric Motors, L.L.C. (f/k/a Publitech, Inc.)	New gold : the ultra performer : new alternators & starters for domestic & import vehicles application guide.	CSN0137100	2001
Remy Electric Motors, L.L.C. (f/k/a Publitech, Inc.)	Starters & Alternators - Advance Auto Parts - Application and Identification Guide for Domestic & Import Vehicles - 2001 (Cat. No. AAP-01)	TX5-449-735	14-Dec-01
Remy Electric Motors, L.L.C. (f/k/a Publitech, Inc.)	Starters & Alternators - Western Auto - Application and Identification Guide for Domestic & Import Vehicles - 2001 - Sentry (Cat. No. WA-01)	TX5-463-487	6-Dec-01
Remy Electric Motors, L.L.C. (f/k/a Publitech, Inc.)	Remanufactured import alternator & starter master application guide / Precision Alternator & Starter.	CSN0072014	2000