

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame 4432/0287		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG, London Branch		12/12/2013	Bank: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Dayco Holdings, LLC		
Street Address:	2025 West Sunshine Street,Suite L 145		
City:	Springfield		
State/Country:	MISSOURI		
Postal Code:	65807		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 61			
Property Type	Number	Word Mark	
Registration Number:	3839705	89007	
Registration Number:	3839706	89010	
Registration Number:	3839707	89015	
Registration Number:	3762117	89017	
Registration Number:	3762118	89048	
Registration Number:	3762119	89201	
Registration Number:	3762120	89203	
Registration Number:	3762121	89209	
Registration Number:	3839708	89215	
Registration Number:	3843507	89230	
Registration Number:	3843508	89231	
Registration Number:	3843509	89233	
Registration Number:	3839709	89251	
Registration Number:	1493547	ADDEM	

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Registration Number:	1868010	ARAMAX
Registration Number:	0826372	
Registration Number:	0791413	AUTOFLEX
Registration Number:	0849820	
Registration Number:	1056610	CLAMP-FINDER
Registration Number:	1391387	DAYCO
Registration Number:	3050217	DAYCO
Registration Number:	3050218	DAYCO
Registration Number:	3050220	DAYCO
Registration Number:	0424888	DAYCO
Registration Number:	1647865	DAYCO
Registration Number:	1689837	DAYCO
Registration Number:	1258003	DAYCO BLACK BELT EXPERTS
Registration Number:	1248721	DAYCO BLACK BELT EXPERTS
Registration Number:	3174023	DAYPERM
Registration Number:	0879953	DRIVE RITE
Registration Number:	1961341	DURA MAX
Registration Number:	1248283	DURAGUARD
Registration Number:	1508598	E DAYCO COMMITTED TO EXCELLENCE
Registration Number:	1234441	FACTFINDER
Registration Number:	0832920	GOLD LABEL
Registration Number:	3032384	GOLD LABEL
Registration Number:	0826412	GPL
Registration Number:	3855679	HPX
Registration Number:	0918500	INSULONE
Registration Number:	1042118	INSURE
Registration Number:	0850603	KWIK-FLEX
Registration Number:	0999555	MULTI-RIB
Registration Number:	2641207	NO SLACK
Registration Number:	1243988	ONE FOR THE ROAD
Registration Number:	1243986	ONE FOR THE ROAD
Registration Number:	1479618	POLY COG
Registration Number:	1002590	POLY RIB
Registration Number:	0936087	QUICK-FIT
Registration Number:	1385162	RAINCHECK

	1243987	
Registration Number:	1124505	S-BELT
Registration Number:	0413577	STIFLEX
Registration Number:	3041569	TOP COG
Registration Number:	1868012	TOUR
Registration Number:	0808101	UNI-V
Registration Number:	3989413	ATENSION
Registration Number:	3989411	AWEARNESS
Registration Number:	3931177	DAYCO
Registration Number:	3931176	DAYCO
Registration Number:	3930962	DRIVE RITE
Registration Number:	4018516	LASER ALINEMENT

CORRESPONDENCE DATA

Fax Number:

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

Email: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: c/o Cahill Gordon & Reindel LLP

Address Line 2: 80 Pine Street

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
Signature:	/Michael Barys TR/
Date:	12/13/2013

Total Attachments: 7

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS (INDENTURE)**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Agreement") dated as of December 12, 2013, from Deutsche Bank AG, London Branch, a public company under the laws of the German Federal Republic (Aktiengesellschaft), having its official seat in Frankfurt am Main, Germany, having its registered offices at Theodor-Heuss-Allee 70, D-60486 Frankfurt am Main, Germany, registered with the Trade Register of the Frankfurt am Main Amtsgericht under file number HRB30000, acting through its London Branch at Winchester House, 1 Great Winchester Street, London, EC2N 2DB, United Kingdom, registered with the Registrar of Companies for England and Wales under Branch no. BR000005, as Note Collateral Agent (the "Agent") under the Indenture, dated as of December 13, 2010 (as amended, supplemented or otherwise modified from time to time, the "Indenture") among, among others, Dayco, LLC (formerly Mark IV, LLC, the "Parent"), Dayco USA Lux S.C.A. (formerly Mark IV USA Lux S.C.A.), a Luxembourg société en commandite par actions (the "U.S. Group Issuer"), Dayco Europe Lux S.C.A. (formerly Mark IV Europe Lux S.C.A.), a Luxembourg société en commandite par actions (the "European Group Issuer" and, together with the U.S. Group Issuer, the "Issuers"), the Guarantors (as such term is defined in the Indenture), Deutsche Bank AG, London Branch, as trustee (the "Trustee") and the Agent.

WITNESSETH:

WHEREAS, in connection with the Indenture, the Guarantors executed and delivered a Pledge and Security Agreement, dated as of December 13, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement);

WHEREAS, pursuant to the Security Agreement, Dayco Incorporated (formerly Mark IV Industries, Inc., "Incorporated"), Dayco Products, LLC ("Dayco") Dayco IP Holdings, LLC ("IP Holdings", together with Dayco and Incorporated, the "Grantors") and NRD, LLC executed and delivered a Grant of Security Interest in Trademarks, dated as of December 13, 2010 (as amended, modified or supplemented from time to time, the "Trademark Security Agreement"), in favor of the Agent on behalf of and for the ratable benefit of the Secured Parties;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 15, 2010, at Reel 4432 and Frame 0287;

WHEREAS, in connection with the redemption of all of the outstanding aggregate principal amount of the Senior Secured Notes issued under the Indenture (the "Redemption") and the related discharge of the Indenture pursuant to Section 8.01(a) thereof, the Trustee and the Collateral Agent have acknowledged and agreed that as of the date hereof, the Indenture has been discharged and has ceased to be of further effect as to all Senior Secured Notes; and


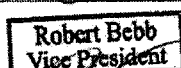
WHEREAS, pursuant to Section 10.05(a)(1)(A) of the Indenture, all Liens on the Collateral securing the Senior Secured Notes Obligations have been automatically and unconditionally released, without any further actions being required.


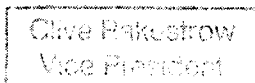
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral", as used herein, shall have the meaning set forth in the Trademark Security Agreement, and shall include the items set forth in Schedule A hereto.
2. Release of Security Interest. The Agent hereby acknowledges that all of its security interest in the Trademark Collateral have been, as of the date hereof, automatically and unconditionally released and discharged.
3. Recordation. The Agent hereby authorizes each Grantor or such Grantor's authorized representative to (i) record this Agreement with the United States Patent and Trademark Office, and/or (ii) otherwise record or file this Agreement in any applicable governmental office or agency.
4. The Agent hereby agrees to execute, acknowledge and deliver all such further releases, termination statements, documents, agreements, certificates and instruments as may be reasonably requested by Parent or any Grantor, or their successors or assigns, to evidence the guaranty and collateral releases contemplated hereby as required by Sections 10.05 and 11.03 of the Indenture.
5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

DEUTSCHE BANK AG, LONDON BRANCH, as
Note Collateral Agent

By: 
Name: _____
Title: 

By: 
Name: _____
Title: 

[Signature Page to Trademark Release (Indenture)]

Schedule A

U.S. Trademarks and Trademark Applications of the Grantors

OWNER	REGISTRATION NUMBER	TRADEMARK
Dayco IP Holdings, LLC	3,839,705	89007
Dayco IP Holdings, LLC	3,839,706	89010
Dayco IP Holdings, LLC	3,839,707	89015
Dayco IP Holdings, LLC	3,762,117	89017
Dayco IP Holdings, LLC	3,762,118	89048
Dayco IP Holdings, LLC	3,762,119	89201
Dayco IP Holdings, LLC	3,762,120	89203
Dayco IP Holdings, LLC	3,762,121	89209
Dayco IP Holdings, LLC	3,839,708	89215
Dayco IP Holdings, LLC	3,843,507	89230
Dayco IP Holdings, LLC	3,843,508	89231
Dayco IP Holdings, LLC	3,843,509	89233
Dayco IP Holdings, LLC	3,839,709	89251
Dayco IP Holdings, LLC	1,493,547	ADDEM
Dayco IP Holdings, LLC	1,868,010	ARAMAX
Dayco IP Holdings, LLC	826,372	ARROW LOGO
Dayco IP Holdings, LLC	791,413	AUTOFLEX
Dayco IP Holdings, LLC	849,820	Belt Design
Dayco IP Holdings, LLC	1,056,610	CLAMP-FINDER
Dayco IP Holdings, LLC	1,391,387	DAYCO
Dayco IP Holdings, LLC	3,050,217	DAYCO
Dayco IP Holdings, LLC	3,050,218	DAYCO
Dayco IP Holdings, LLC	3,050,220	DAYCO
Dayco IP Holdings, LLC	424,888	DAYCO (Stylized)
Dayco IP Holdings, LLC	1,647,865	DAYCO (with bar)

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OWNER	REGISTRATION NUMBER	TRADEMARK
Dayco IP Holdings, LLC	1,689,837	DAYCO (with bar)
Dayco IP Holdings, LLC	1,258,003	DAYCO BLACK BELT EXPERTS
Dayco IP Holdings, LLC	1,248,721	DAYCO BLACK BELT EXPERTS & Design
Dayco IP Holdings, LLC	3,174,023	DAYPERM
Dayco IP Holdings, LLC	879,953	DRIVE RITE
Dayco IP Holdings, LLC	1,961,341	DURA MAX
Dayco IP Holdings, LLC	1,248,283	DURAGUARD
Dayco IP Holdings, LLC	1,508,598	E DAYCO COMMITTED TO EXCELLENCE & Design
Dayco IP Holdings, LLC	1,234,441	FACTFINDER
Dayco IP Holdings, LLC	832,920	GOLD LABEL
Dayco IP Holdings, LLC	3,032,384	GOLD LABEL
Dayco IP Holdings, LLC	826,412	GPL
Dayco IP Holdings, LLC	3,855,679	HPX
Dayco IP Holdings, LLC	918,500	INSULONE
Dayco IP Holdings, LLC	1,042,118	INSURE
Dayco IP Holdings, LLC	850,603	KWIK-FLEX
Dayco IP Holdings, LLC	999,555	MULTI-RIB
Dayco IP Holdings, LLC	2,641,207	NO SLACK
Dayco IP Holdings, LLC	1,243,988	ONE FOR THE ROAD
Dayco IP Holdings, LLC	1,243,986	ONE FOR THE ROAD & Design
Dayco IP Holdings, LLC	1,479,618	POLY COG
Dayco IP Holdings, LLC	1,002,590	POLY RIB
Dayco IP Holdings, LLC	936,087	QUICK-FIT
Dayco IP Holdings, LLC	1,385,162	RAINCHECK
Dayco IP Holdings, LLC	1,243,987	ROAD DESIGN
Dayco IP Holdings, LLC	1,124,505	S-BELT
Dayco IP Holdings, LLC	413,577	STIFLEX
Dayco IP Holdings, LLC	3,041,569	TOP COG

OWNER	REGISTRATION NUMBER	TRADEMARK
Dayco IP Holdings, LLC	1,868,012	TOUR
Dayco IP Holdings, LLC	808,101	UNI-V

OWNER	REGISTRATION NUMBER	TRADEMARK
Dayco IP Holdings, LLC	3,989,413	ATENSION
Dayco IP Holdings, LLC	3,989,411	AWEARNESS
Dayco IP Holdings, LLC	3,931,177	DAYCO
Dayco IP Holdings, LLC	3,931,176	DAYCO (with bar)
Dayco IP Holdings, LLC	3,930,962	DRIVE RITE
Dayco IP Holdings, LLC	4,018,516	LASER ALIGNMENT & Design

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