

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                    |
|------------------------------|--------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT     |
| <b>NATURE OF CONVEYANCE:</b> | Security Agreement |

**CONVEYING PARTY DATA**

| Name                   | Formerly | Execution Date | Entity Type                         |
|------------------------|----------|----------------|-------------------------------------|
| Dayco IP Holdings, LLC |          | 12/12/2013     | LIMITED LIABILITY COMPANY: DELAWARE |

**RECEIVING PARTY DATA**

|                        |  |
|------------------------|--|
| <b>Name:</b>           | Bank of America, N.A., as collateral agent |
| <b>Street Address:</b> | c/o Matt Bourgeois, 185 Asylum Street      |
| <b>City:</b>           | Hartford                                   |
| <b>State/Country:</b>  | CONNECTICUT                                |
| <b>Postal Code:</b>    | 06103                                      |
| <b>Entity Type:</b>    | Association: UNITED STATES                 |

**PROPERTY NUMBERS Total: 75**

| 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     |

**TRADEMARK**

**900274631**

**REEL: 005173 FRAME: 0958**

**OP \$1890.00 3839705**

|                      |         |                                 |
|----------------------|---------|---------------------------------|
| Registration Number: | 1868010 | ARAMAX                          |
| Registration Number: | 0826372 |                                 |
| Registration Number: | 3989413 | ATENSION                        |
| Registration Number: | 0791413 | AUTOFLEX                        |
| Registration Number: | 3989411 | AWEARNESS                       |
| 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: | 4205481 | DAYCO                           |
| Registration Number: | 3931177 | DAYCO                           |
| Registration Number: | 0424888 | DAYCO                           |
| Registration Number: | 1647865 | DAYCO                           |
| Registration Number: | 1689837 | DAYCO                           |
| Registration Number: | 3931176 | 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: | 3930962 | DRIVE RITE                      |
| Registration Number: | 1961341 | DURA MAX                        |
| Registration Number: | 1248283 | DURAGUARD                       |
| Registration Number: | 1508598 | E DAYCO COMMITTED TO EXCELLENCE |
| Registration Number: | 4146580 | ELA                             |
| Registration Number: | 4035108 | ELA BELT                        |
| Registration Number: | 1234441 | FACTFINDER                      |
| Registration Number: | 0832920 | GOLD LABEL                      |
| Registration Number: | 3032384 | GOLD LABEL                      |
| Registration Number: | 4210020 | GOLD LABEL                      |
| Registration Number: | 0826412 | GPL                             |
| Registration Number: | 4193392 |                                 |
| Registration Number: | 3855679 | HPX                             |
| Registration Number: | 4210171 | HPXX                            |

|                      |          |                  |
|----------------------|----------|------------------|
|                      | 0918500  | INSULONE         |
| Registration Number: | 1042118  | INSURE           |
| Registration Number: | 0850603  | KWIK-FLEX        |
| Registration Number: | 4018516  | LASER ALINEMENT  |
| 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: | 3978239  | P                |
| Registration Number: | 1479618  | POLY COG         |
| Registration Number: | 1002590  | POLY RIB         |
| Registration Number: | 0936087  | QUICK-FIT        |
| Registration Number: | 1385162  | RAINCHECK        |
| Registration Number: | 1243987  |                  |
| Registration Number: | 1124505  | S-BELT           |
| Registration Number: | 0413577  | STIFLEX          |
| Registration Number: | 1238358  | SUPER-VENT       |
| Registration Number: | 3041569  | TOP COG          |
| Registration Number: | 1868012  | TOUR             |
| Registration Number: | 0808101  | UNI-V            |
| Serial Number:       | 85959120 | DAYCO            |
| Serial Number:       | 85895201 | DAYCO            |
| Serial Number:       | 85959144 | DAYCO            |
| Serial Number:       | 85959101 |                  |
| Serial Number:       | 85660872 | FREQ             |
| Serial Number:       | 85660881 | MADDO            |

**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

**TRADEMARK**

**REEL: 005173 FRAME: 0960**

/Michael Barys TR/

Date:

12/16/2013

**Total Attachments: 10**

source=2 - Tab 08 - Trademark Security Agreement#page1.tif  
source=2 - Tab 08 - Trademark Security Agreement#page2.tif  
source=2 - Tab 08 - Trademark Security Agreement#page3.tif  
source=2 - Tab 08 - Trademark Security Agreement#page4.tif  
source=2 - Tab 08 - Trademark Security Agreement#page5.tif  
source=2 - Tab 08 - Trademark Security Agreement#page6.tif  
source=2 - Tab 08 - Trademark Security Agreement#page7.tif  
source=2 - Tab 08 - Trademark Security Agreement#page8.tif  
source=2 - Tab 08 - Trademark Security Agreement#page9.tif  
source=2 - Tab 08 - Trademark Security Agreement#page10.tif

## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of December 12, 2013, by Dayco IP Holdings, LLC (the "Grantor"), in favor of Bank of America, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### W I T N E S S E T H:

Whereas, the Grantor is party to a Security Agreement dated as of December 12, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent, for its own benefit and for the benefit of the other Secured Parties, a security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all goodwill exclusively symbolized thereby; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

Notwithstanding anything to the contrary contained in, and without limiting, clauses (a) through (c) above, the security interest created by this Trademark Security Agreement shall not attach to, and the term "Collateral" shall not include, any applications for trademarks or service marks filed in the United States Patent and Trademark Office ("USPTO") pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to and accepted by the USPTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d) or any other intellectual property if the grant of a security interest therein would result in the invalidation thereof or of the Grantor's interest therein.

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 Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the

Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

Section 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent obligations not yet accrued and payable) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

Section 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York.

[Signature page follows]

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

Very truly yours,

DAYCO IP HOLDINGS, LLC


By: ER Steele

Name: Edward R. Steele

Title: Vice President – Finance and Treasurer

Accepted and agreed:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By:   
Name: Don B. Pinzon  
Title: Vice President

*[Signature Page to Trademark Security Agreement (Term)]*

**TRADEMARK**  
**REEL: 005173 FRAME: 0965**



SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

**U.S. Trademark Registrations:**

| 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 | 3,989,413           | ATENSION     |
| Dayco IP Holdings, LLC | 791,413             | AUTOFLEX     |
| Dayco IP Holdings, LLC | 3,989,411           | AWEARNESS    |
| 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        |

| OWNER                  | REGISTRATION NUMBER | TRADEMARK                                |
|------------------------|---------------------|--|
| Dayco IP Holdings, LLC | 3,050,218           | DAYCO                                    |
| Dayco IP Holdings, LLC | 3,050,220           | DAYCO                                    |
| Dayco IP Holdings, LLC | 4,205,481           | DAYCO                                    |
| Dayco IP Holdings, LLC | 3,931,177           | DAYCO                                    |
| Dayco IP Holdings, LLC | 424,888             | DAYCO (Stylized)                         |
| Dayco IP Holdings, LLC | 1,647,865           | DAYCO (with bar)                         |
| Dayco IP Holdings, LLC | 1,689,837           | DAYCO (with bar)                         |
| Dayco IP Holdings, LLC | 3,931,176           | 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 | 3,930,962           | 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 | 4,146,580           | ELA                                      |
| Dayco IP Holdings, LLC | 4,035,108           | ELA BELT & 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 | 4,210,020           | GOLD LABEL                               |
| Dayco IP Holdings, LLC | 826,412             | GPL                                      |
| Dayco IP Holdings, LLC | 4,193,392           | HASH MARK DESIGN                         |
| Dayco IP Holdings, LLC | 3,855,679           | HPX                                      |
| Dayco IP Holdings, LLC | 4,210,171           | HPXX                                     |
| Dayco IP Holdings, LLC | 918,500             | INSULONE                                 |

| OWNER                  | REGISTRATION NUMBER | TRADEMARK                 |
|------------------------|---------------------|---------------------------|
| Dayco IP Holdings, LLC | 1,042,118           | INSURE                    |
| Dayco IP Holdings, LLC | 850,603             | KWIK-FLEX                 |
| Dayco IP Holdings, LLC | 4,018,516           | LASER ALINEMENT & Design  |
| 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 | 3,978,239           | P & 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 | 1,238,358           | SUPER-VENT                |
| Dayco IP Holdings, LLC | 3,041,569           | TOP COG                   |
| Dayco IP Holdings, LLC | 1,868,012           | TOUR                      |
| Dayco IP Holdings, LLC | 808,101             | UNI-V                     |

### U.S. Trademark Applications:

| OWNER                  | APPLICATION NUMBER | TRADEMARK                     |
|------------------------|--------------------|-------------------------------|
| Dayco IP Holdings, LLC | 85/959,120         | DAYCO                         |
| Dayco IP Holdings, LLC | 85/895,201         | DAYCO (with bar)              |
| Dayco IP Holdings, LLC | 85/959,144         | DAYCO (with bar)              |
| Dayco IP Holdings, LLC | 85/959,101         | DAYCO ARROW IN DIAMOND Design |
| Dayco IP Holdings, LLC | 85/660,872         | FREQ                          |

| OWNER                  | APPLICATION NUMBER | TRADEMARK |
|------------------------|--------------------|-----------|
| Dayco IP Holdings, LLC | 85/660,881         | MADDO     |

**Canadian Trademark Registrations:**

| OWNER                  | REGISTRATION NUMBER | TRADEMARK                        |
|------------------------|---------------------|----------------------------------|
| Dayco IP Holdings, LLC | TMA182751           | ARROW LOGO                       |
| Dayco IP Holdings, LLC | TMA125199           | DAYCO                            |
| Dayco IP Holdings, LLC | TMA200421           | DAYCO                            |
| Dayco IP Holdings, LLC | TMA378173           | DAYCO                            |
| Dayco IP Holdings, LLC | TMA368678           | POLY COG                         |
| Dayco IP Holdings, LLC | TMA308522           | TOP-COG                          |
| Dayco IP Holdings, LLC | TMA213012           | LIFELINE                         |
| Dayco IP Holdings, LLC | TMA220104           | LIFELINE                         |
| Dayco IP Holdings, LLC | TMA840582           | 89007                            |
| Dayco IP Holdings, LLC | TMA840795           | 89048                            |
| Dayco IP Holdings, LLC | TMA840794           | 89017                            |
| Dayco IP Holdings, LLC | TMA840584           | 89015                            |
| Dayco IP Holdings, LLC | TMA840583           | 89010                            |
| Dayco IP Holdings, LLC | TMA840790           | 89201                            |
| Dayco IP Holdings, LLC | TMA840791           | 89203                            |
| Dayco IP Holdings, LLC | TMA840792           | 89209                            |
| Dayco IP Holdings, LLC | TMA840615           | 89215                            |
| Dayco IP Holdings, LLC | TMA840614           | 89230                            |
| Dayco IP Holdings, LLC | TMA840789           | 89231                            |
| Dayco IP Holdings, LLC | TMA840747           | 89233                            |
| Dayco IP Holdings, LLC | TMA840746           | 89251                            |
| Dayco IP Holdings, LLC | TMA819624           | AWEARNESS                        |
| Dayco IP Holdings, LLC | TMA835195           | ATENSION                         |
| Dayco IP Holdings, LLC | TMA862104           | LASER<br>ALINEMENT & De-<br>sign |

**Canadian Trademark Applications:**

| OWNER                  | APPLICATION NUMBER | TRADEMARK                |
|------------------------|--------------------|--------------------------|
| Dayco IP Holdings, LLC | 1633147            | HP Design                |
| Dayco IP Holdings, LLC | 1610741            | LASER ALINEMENT & Design |