TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	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

Name:	Bank of America, N.A., as collateral agent
Street Address:	c/o Matt Bourgeois, 185 Asylum Street
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06103
Entity Type:	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

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

	/Michael Barys TR/
Date:	12/16/2013

Total Attachments: 10
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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: _____

Name: Edward R. Steele

Title: Vice President – Finance and Treasurer

[Signature Page to Trademark Security Agreement (Term)]

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)]

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 ALINEMENT & Design

Canadian Trademark Applications:

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