

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dexter Marine Products LLC		02/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas, as Administrative Agent		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	societe anonyme: FRANCE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3705097	BEARING LUBE	
Registration Number:	3396649	UNIQUE FUNCTIONAL PRODUCTS	
Registration Number:	3270961	UFP	
Registration Number:	2254129	SPINDO SEAL	
Registration Number:	2135013	TRAILER BUDDY	
Registration Number:	1755185	AUTO CHECK	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		

OP \$165.00 3705097

ATTORNEY DOCKET NUMBER:	049018-0026
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	03/07/2014
Total Attachments: 6 source=18 - Grant of Trademark Security Interest#page1.tif source=18 - Grant of Trademark Security Interest#page2.tif source=18 - Grant of Trademark Security Interest#page3.tif source=18 - Grant of Trademark Security Interest#page4.tif source=18 - Grant of Trademark Security Interest#page5.tif source=18 - Grant of Trademark Security Interest#page6.tif	

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, DEXTER AXLE COMPANY, a Delaware corporation ("**Company**"), and **DEXTER MARINE PRODUCTS LLC**, a Delaware limited liability company ("**Dexter Marine Products**"), and together with Company, ("**Grantors**") own and use in their businesses, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Company ("**Company**") has entered into a Credit Agreement, dated as of February 28, 2014 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and permitted assigns party to the Credit Agreement from time to time, the "**Lenders**"), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Lender Swap Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, "**Swap Counterparties**");

WHEREAS, Dexter Marine Products has executed and delivered that certain Subsidiary Guaranty dated as of February 28, 2014 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of February 28, 2014 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantors, Secured Party and the other grantors named therein, Grantors have created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

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 Secured Party pursuant to the Security Agreement, Grantors hereby grant to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or

Grant of Trademark Security Interest
to Security Agreement

in which Grantors now have or hereafter acquire an interest and wherever the same may be located (the **“Trademark Collateral”**):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantors, or hereafter adopted and used, in its business (including, without limitation, the trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the **“Trademarks”**), all registrations that have been or may hereafter be issued or applied for thereon, all common law and other rights (but in no event any of the obligations) in and to the Trademarks, and all goodwill of such Grantors’ businesses symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **“proceeds”** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.


Grantors do hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark 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.

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Grant of Trademark Security Interest
to Security Agreement

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 28th day of February, 2014

DEXTER AXLE COMPANY

By: 
Name: Bernard J. Bolka III
Title: Vice President, Chief Financial Officer and Secretary

DEXTER MARINE PRODUCTS LLC

By: 
Name: Bernard J. Bolka III
Title: Vice President and Treasurer

BNP PARIBAS

By: _____
Name: _____
Title: _____

Grant of Trademark Security Interest
to Security Agreement

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 28th day of February, 2014.

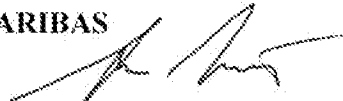
DEXTER AXLE COMPANY

By: _____
Name: _____
Title: _____

DEXTER MARINE PRODUCTS LLC

By: _____
Name: Bernard J. Bolka III
Title: Vice President and Treasurer

BNP PARIBAS

By:  _____
Name: SEAN DAVENFORT
Title: MANAGING DIRECTOR

Grant of Trademark Security Interest
to Security Agreement

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Mark	Country	Serial No.	Application Date	Registration No.	Registration Date	Status of Mark	Current Owner / Applicant
AIRFLEX	U.S.	78/907,815	14-Jun-2006	3,317,908	23-Oct-2007	Registered	DEXTER AXLE COMPANY
AIRFLEX & DESIGN	U.S.	78/908,076	14-Jun-2006	3,312,324	16-Oct-2007	Registered	DEXTER AXLE COMPANY
AIRFLEX & DESIGN	U.S.	85/096,648	30-Jul-2010	4,068,210	06-Dec-2011	Registered	DEXTER AXLE COMPANY
D	U.S.	72/352,330	25-Feb-1970	931,666	04-Apr-1972	Registered	DEXTER AXLE COMPANY
DEXTER	U.S.	72/352,329	25-Feb-1970	924,612	30-Nov-1971	Renewed	DEXTER AXLE COMPANY
E-Z FLEX	U.S.	77/533,429	29-Jul-2008	3,709,942	10-Nov-2009	Registered	DEXTER AXLE COMPANY
E-Z LUBE	U.S.	77/826,441	15-Sep-2009	3,859,207	12-Oct-2010	Registered	DEXTER AXLE COMPANY
GAL-DEX	U.S.	77/790,210	27-Jul-2009	4,049,743	01-Nov-2011	Registered	DEXTER AXLE COMPANY
NEV-R-ADJUST	U.S.	77/452,103	18-Apr-2008	3,659,050	21-Jul-2009	Registered	DEXTER AXLE COMPANY
NEV-R-LUBE	U.S.	78/907,694	14-Jun-2006	3,317,906	23-Oct-2007	Registered	DEXTER AXLE COMPANY
NORTHERN BREEZE	U.S.	75/535,520	12-Aug-1998	2,466,097	03-Jul-2001	Renewed	DEXTER AXLE COMPANY
PREDATOR DX2 & Design	U.S.	78/582,432	10-Dec-2005	3,243,605	22-May-2007	Registered	DEXTER AXLE COMPANY
PREDATOR SERIES & Design	U.S.	78/582,340	08-Mar-2005	3,388,810	26-Feb-2008	Registered	DEXTER AXLE COMPANY
TORFLEX	U.S.	73/547,298	10-Jul-1985	1,392,362	06-May-1986	Renewed	DEXTER AXLE COMPANY

Mark	Country	Serial No.	Application Date	Registration No.	Registration Date	Status of Mark	Current Owner / Applicant
VENTLINE	U.S.	77/702,359	30-Mar-2009	3,804,373	15-Jun-2010	Registered	DEXTER AXLE COMPANY
BEARING LUBE	U.S.	77713945	14-APR-2009	3705097	03-NOV-2009	Registered Section 2(F)	DEXTER MARINE PRODUCTS LLC
UNIQUE FUNCTIONAL PRODUCTS	U.S.	77105799	13-FEB-2007	3396649	11-MAR-2008	Registered Supplemental Register	DEXTER MARINE PRODUCTS LLC
UFP	U.S.	77008708	27-SEP-2006	3270961	31-JUL-2007	Registered	DEXTER MARINE PRODUCTS LLC
SPINDO SEAL	U.S.	75265811	28-MAR-1997	2254129	15-JUN-1999	Renewed (Registered)	DEXTER MARINE PRODUCTS LLC
TRAILER BUDDY	U.S.	75125776	26-JUN-1996	2135013	03-FEB-1998	Renewed (Registered)	DEXTER MARINE PRODUCTS LLC
AUTO CHECK	U.S.	74289798	30-JUN-1992	1755185	02-MAR-1993	Renewed (Registered)	DEXTER MARINE PRODUCTS LLC

Grant of Trademark Security Interest
to Security Agreement

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RECORDED: 03/07/2014

TRADEMARK
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