

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM297644

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ETX Holdings, Inc.		02/28/2014	CORPORATION: DELAWARE
ETX Acquisition, Inc.		02/28/2014	CORPORATION: DELAWARE
ETX, Inc.		02/28/2014	CORPORATION: DELAWARE
Alma Products I, Inc.		02/28/2014	CORPORATION: MICHIGAN
Atco Products, Inc.		02/28/2014	CORPORATION: DELAWARE
ETX Transmissions, Inc.		02/28/2014	CORPORATION: DELAWARE
Michigan Equipment Corporation		02/28/2014	CORPORATION: DELAWARE
DACCO, Incorporated		02/28/2014	CORPORATION: OHIO
ABC Transissions Warehouse, Inc.		02/28/2014	CORPORATION: TENNESSEE
DACCO/Detroit of Alabama, Inc.		02/28/2014	CORPORATION: ALABAMA
DACCO/Detroit of Arizona, Inc.		02/28/2014	CORPORATION: ARIZONA
DACCO/Detroit of Chattanooga, Inc.		02/28/2014	CORPORATION: TENNESSEE
DACCO/Detroit of Florida Inc.		02/28/2014	CORPORATION: FLORIDA
DACCO/Detroit of Georgia, Inc.		02/28/2014	CORPORATION: GEORGIA
DACCO/Detroit of Indiana, Inc.		02/28/2014	CORPORATION: INDIANA
DACCO/Detroit of Kentucky, Inc.		02/28/2014	CORPORATION: KENTUCKY
DACCO/Detroit of Maryland, Inc.		02/28/2014	CORPORATION: MARYLAND
DACCO/Detroit of Memphis, Inc.		02/28/2014	CORPORATION: TENNESSEE
DACCO/Detroit of Michigan, Inc.		02/28/2014	CORPORATION: MICHIGAN
DACCO/Detroit of Minnesota, Inc.		02/28/2014	CORPORATION: MINNESOTA
DACCO/Detroit of Missouri, Inc.		02/28/2014	CORPORATION: MISSOURI
DACCO/Detroit of Nebraska, Inc.		02/28/2014	CORPORATION: NEBRASKA
DACCO/Detroit of New Jersey, Inc.		02/28/2014	CORPORATION: NEW JERSEY

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TRADEMARK

Name	Formerly	Execution Date	Entity Type
DACCO/Detroit of Ohio, Inc.		02/28/2014	CORPORATION: OHIO
DACCO/Detroit of Oklahoma, Inc.		02/28/2014	CORPORATION: OKLAHOMA
DACCO/Detroit of Pennsylvania, Inc.		02/28/2014	CORPORATION: PENNSYLVANIA
DACCO/Detroit of South Carolina, Inc.		02/28/2014	CORPORATION: SOUTH CAROLINA
DACCO/Detroit of Texas, Inc.		02/28/2014	CORPORATION: TEXAS
DACCO/Detroit of Virginia, Inc.		02/28/2014	CORPORATION: VIRGINIA
DACCO/Detroit of West Virginia, Inc.		02/28/2014	CORPORATION: WEST VIRGINIA
DACCO/Detroit of Wisconsin, Inc.		02/28/2014	CORPORATION: WISCONSIN
DACCO Transmission Parts (CA), Inc.		02/28/2014	CORPORATION: CALIFORNIA
DACCO Transmission Parts (CO), Inc.		02/28/2014	CORPORATION: COLORADO
DACCO Transmission Parts (LA), Inc.		02/28/2014	CORPORATION: LOUISIANA
DACCO Transmission Parts (NC), Inc.		02/28/2014	CORPORATION: NORTH CAROLINA
DACCO Transmission Parts (NJ), Inc.		02/28/2014	CORPORATION: NEW JERSEY
DACCO Transmission Parts (NM), Inc.		02/28/2014	CORPORATION: NEW MEXICO
DACCO Transmission Parts (NY), Inc.		02/28/2014	CORPORATION: NEW YORK
Nashville Transmission Parts, Inc.		02/28/2014	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Collateral Agent
Street Address:	20 King Street West, 4th Floor
City:	Toronto
State/Country:	ONTARIO
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2709199	APCOAIR
Registration Number:	3068769	AIR-O-CRIMP
Registration Number:	3210382	PERFORMANCE PLUS

TRADEMARK

REEL: 005234 FRAME: 0110

Property Type	Number	Word Mark
Registration Number:	3379368	TORQZILLA
Registration Number:	1763304	DACCO
Registration Number:	3642061	ETX TRANSMISSIONS
Registration Number:	3642062	ETX TRANSMISSIONS
Registration Number:	2117795	A
Registration Number:	2103525	ACCURATE TRANSMISSIONS

CORRESPONDENCE DATA

Fax Number: 2123037064

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

Phone: 212 318 6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings, LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	78436.00035 (FIRST LIEN)
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	03/10/2014

Total Attachments: 7

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Joinder Agreement (First Lien)

SUPPLEMENT NO. 1 (FIRST LIEN) (this “Supplement”) dated as of February 28, 2014, to **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated December 21, 2010, in favor of ROYAL BANK OF CANADA, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

A. Reference is made to (a) the Amended and Restated First Lien Credit Agreement, dated as of October 9, 2012 (as amended by that certain Amendment No. 1, dated as of the date hereof, and as further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Holdings, the Borrower, the lenders party thereto (the “Lenders”) and Royal Bank of Canada, in its capacities as Administrative Agent and Collateral Agent, (b) the Guaranty Agreement, dated as of December 21, 2010 (as amended, supplemented or otherwise modified from time to time, the “Guaranty”), among Holdings, each Subsidiary of the Borrower party thereto from time to time, and the Collateral Agent, (c) the Security Agreement dated as of December 21, 2010 (as reaffirmed by the Reaffirmation Agreement referred to below and as the same may be amended, supplemented or otherwise modified from time to time, the “Security Agreement”), among Holdings, the Borrower, each Subsidiary of the Borrower party thereto from time to time and the Collateral Agent, and (d) the First Lien Reaffirmation Agreement, dated as of October 9, 2012 (the “Reaffirmation Agreement”), by and among Holdings, the Borrower and the subsidiaries of the Borrower party thereto, as the Reaffirming Parties, pursuant to which the Borrower and the Reaffirming Parties reaffirmed and confirmed their guarantees, pledges, grants of Liens and other obligations as Loan Parties under the Loan Documents.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

C. Under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute the IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities, as applicable.

D. Pursuant to Section 6.11 of the Credit Agreement and the “Collateral and Guarantee Requirement” of the Credit Agreement (and subject to certain limitations specified therein), certain Subsidiaries of the Borrower are required to enter into the Collateral Documents upon the occurrence of certain events and circumstances specified therein. Each undersigned Subsidiary (each, a “New Grantor”) is executing this Supplement in accordance with the requirements of the Credit Agreement to become a party to the IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each New Grantor agrees as follows:

SECTION 1. Grant of Security. Each New Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such New Grantor’s right, title and interest in and to the following (the “Collateral”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “Patents”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B 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 or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law), together with the goodwill symbolized thereby (the “Trademarks”);

(iii) the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such New Grantor accruing thereunder or pertaining thereto; and

(v) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each New Grantor under this Supplement secures the payment of all Obligations of such New Grantor now or hereafter existing under or in respect of the Loan Documents, any Secured Hedge Agreement or any Cash Management Agreement, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation, obligations under such New Grantor’s Guaranty.

SECTION 3. Recordation. Each New Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer, as applicable, record this Supplement.

SECTION 4. Execution in Counterparts. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Supplement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this Supplement.

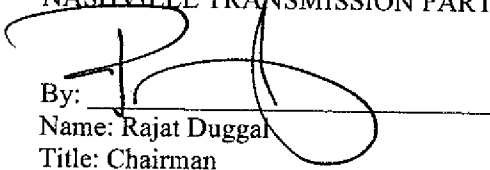
SECTION 5. Grants, Rights and Remedies. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. Each New Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

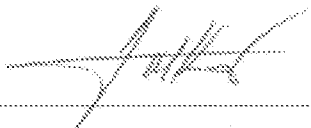
[signature page follows]

IN WITNESS WHEREOF, each New Grantor has caused this Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ETX HOLDINGS, INC.
ETX ACQUISITION, INC.
ETX, INC.
ALMA PRODUCTS I, INC.
ATCO PRODUCTS, INC.
ETX TRANSMISSIONS, INC.
MICHIGAN EQUIPMENT CORPORATION
DACCO, INCORPORATED
ABC TRANSMISSION PARTS WAREHOUSE, INC.
DACCO/DETROIT OF ALABAMA, INC.
DACCO/DETROIT OF ARIZONA, INC.
DACCO/DETROIT OF CHATTANOOGA, INC.
DACCO/DETROIT OF FLORIDA, INC.
DACCO/DETROIT OF GEORGIA, INC.
DACCO/DETROIT OF INDIANA, INC.
DACCO/DETROIT OF KENTUCKY, INC.
DACCO/DETROIT OF MARYLAND, INC.
DACCO/DETROIT OF MEMPHIS, INC.
DACCO/DETROIT OF MICHIGAN, INC.
DACCO/DETROIT OF MINNESOTA, INC.
DACCO/DETROIT OF MISSOURI, INC.
DACCO/DETROIT OF NEBRASKA, INC.
DACCO/DETROIT OF NEW JERSEY, INC.
DACCO/DETROIT OF OHIO, INC.
DACCO/DETROIT OF OKLAHOMA, INC.
DACCO/DETROIT OF PENNSYLVANIA, INC.
DACCO/DETROIT OF SOUTH CAROLINA, INC.
DACCO/DETROIT OF TEXAS, INC.
DACCO/DETROIT OF VIRGINIA, INC.
DACCO/DETROIT OF WEST VIRGINIA, INC.
DACCO/DETROIT OF WISCONSIN, INC.
DACCO TRANSMISSION PARTS (CA), INC.
DACCO TRANSMISSION PARTS (CO), INC.
DACCO TRANSMISSION PARTS (LA), INC.
DACCO TRANSMISSION PARTS (NC), INC.
DACCO TRANSMISSION PARTS (NJ), INC.
DACCO TRANSMISSION PARTS (NM), INC.
DACCO TRANSMISSION PARTS (NY), INC.
NASHVILLE TRANSMISSION PARTS, INC.

By: 
Name: Rajat Duggal
Title: Chairman

ROYAL BANK OF CANADA, as Collateral Agent

By: 
Name: _____
Title: Rodica Dutka
Manager, Agency

Schedules to the Intellectual Property Security Agreement Supplement

Schedule A

PATENTS

U.S. Patents and Patents Pending

Title	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
PORTABLE SLIM-LINE HOSE FITTING CRIMPER	N/A	N/A	5257525	11/02/1993	Issued	Atco Products, Inc.
DISPOSABLE CLAMP LOCATOR FOR AIR CONDITIONING HOSE ASSEMBLIES	N/A	N/A	7090255	8/15/2006	Granted	Atco Products, Inc.
COMPRESSOR SEAL	13/150367	06/01/2011	N/A	N/A	Pending	Alma Products, Inc.

Foreign Patents and Patents Pending

None.

Patent Licenses

None.

Schedule B

TRADEMARKS

U.S. Registered Trademarks and Active Trademark Applications

Mark	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
APCOAIR	N/A	N/A	2709199	04/22/03	Registered	Alma Products I, Inc.
AIR-O-CRIMP (Stylized)	N/A	N/A	3068769	03/14/06	Registered	Atco Products, Inc.
PERFORMANCE PLUS	N/A	N/A	3210382	02/20/07	Registered	DACCO Incorporated
TORQZILLA	N/A	N/A	3379368	02/05/08	Registered	DACCO Incorporated
DACCO	N/A	N/A	1763304	04/06/93	Registered	DACCO Incorporated
ETX TRANSMISSIONS	N/A	N/A	3642061	06/23/ 09	Registered	ETX Transmissions, Inc.
ETX TRANSMISSIONS (and Design)	N/A	N/A	3642062	06/23/ 09	Registered	ETX Transmissions, Inc.
A (and Design)	N/A	N/A	2117795	12/02/ 97	Registered	ETX Transmissions, Inc.
ACCURATE TRANSMISSIONS (and Design)	N/A	N/A	2103525	10/07/ 97	Registered	ETX Transmissions, Inc.

Foreign Registered Trademarks and Active Trademark Applications

None.

Trademark Licenses

Manufacturer's Trademark License Agreement (Non-Label) with National Automotive Parts Association

Schedule C

COPYRIGHTS

Registered US Copyrights

Title	Copyright Number	Registration Date	Author/Claimant
Dacco, Inc., converters	TX-499-708	06/12/80	DACCO, Inc.
T P W mini-catalog	TX-936-062	07/07/82	DACCO, Inc.
Converters, 1992	TX-3-292-741	03/30/92	DACCO, Incorporated
Dacco, Inc. performance plus: torque converters	TX-3-426-355	09/25/92	DACCO, Inc.
CV axle shafts, 1995	TX-4-031-733	05/02/95	DACCO, Inc.
DACCO, Inc. CV axle shafts, 1996: catalog	TX-4-173-747	06/10/96	DACCO, Inc.
Dacco, Inc. converters: foreign car application suppliment [sic] Serial	TX 596-748	12/12/80	DACCO, Inc.
Dacco, Inc. converters: [catalog] Serial	TX 1-366-496	05/07/84	DACCO, Inc.
Converter supplement/Dacco, Inc. Serial	TX 794-997	11/02/81	DACCO, Inc.

Exclusive Copyright Licenses

None.