

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309176

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Remy USA Industries, L.L.C.		02/11/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	101 N. Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3666202	USA INDUSTRIES REMANUFACTURING AUTOMOTIV	
CORRESPONDENCE DATA			
Fax Number:	2134306407		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213-430-6000		
Email:	schoi@omm.com		
Correspondent Name:	Sunna Choi, Esq.		
Address Line 1:	O'Melveny & Myers LLP		
Address Line 2:	400 South Hope Street, 18th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	0019368-01223		
NAME OF SUBMITTER:	Alexandra C. Echery		
SIGNATURE:	/ace/		
DATE SIGNED:	06/30/2014		
Total Attachments: 4			
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TRADEMARK

GRANT OF TRADEMARK SECURITY INTEREST

This GRANT OF TRADEMARK SECURITY INTEREST (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Grant of Trademark Security Interest”) is made by REMY USA INDUSTRIES, L.L.C. a Delaware limited liability company (“Grantor”), dated February 11, 2014, in favor of Bank of America, N.A., as administrative agent (in such capacity, together with its successors and assigns, the “**Administrative Agent**”) for the Secured Parties.

WHEREAS, pursuant to the Amended and Restated Term B Loan Credit Agreement, dated as of March 5, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Remy International, Inc., a Delaware corporation (the “**Company**”), the Lenders from time to time party thereto and Bank of America, N.A., as administrative agent (in such capacity, together with its successors and assigns, the “**Administrative Agent**”), which amended and restated in its entirety the Term B Loan Credit Agreement, dated as of December 17, 2010, Lenders have made certain Term B loans to the Company, subject to the terms and conditions set forth in the Credit Agreement.

WHEREAS, pursuant to the terms of the Security Agreement dated as of December 17, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in the Security Agreement), among Grantor, Administrative Agent and the other grantors named therein, Grantor has created in favor of Administrative Agent a security interest in, and Administrative Agent has become a secured creditor with respect to, certain intellectual property of Grantor, including the Trademark Collateral (as defined below);

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to execute this Grant of Trademark Security Interest for recording with the United States Patent and Trademark Office and other governmental authorities.

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 Grantor to Administrative Agent pursuant to the Security Agreement, the Grantor agrees as follows:

1. Grant of Security. Grantor hereby grants to Administrative Agent 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 in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(a) all trademarks and service mark registrations and applications set forth on Schedule A 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 and enforceability of such intent-to-use trademark application under applicable federal law), and all

goodwill of such Grantor's business symbolized by such trademarks and associated therewith;

(b) all renewals and extensions thereof;

(c) all rights (but not obligations) corresponding to the foregoing to sue for past, present and future infringements;

(d) all proceeds, products, rents, profits from and other payments now or hereafter due and payable with respect to, any and all of the foregoing. 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.

2. Security for Obligations. The grant of a security interest in the Trademark Collateral by Grantor under this Grant of Trademark Security Interest secures the payment of all the Secured Obligations. Without limiting the generality of the foregoing, this Grant of Trademark Security Interest secures the payment of all amounts that constitute part of the Secured Obligations and would be owed to the Administrative Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government authority file and record this Grant of Trademark Security Interest.


4. Rights and Remedies. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent 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.

5. Governing Law. This Grant of Trademark Security Interest shall be governed by, and construed in accordance with, the laws of the State of New York.

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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 date first written above.

**REMY USA INDUSTRIES, L.L.C.,
a Delaware limited liability company**

By: 

Name: Fred Knechtel

Title: Sr. Vice President, Chief Financial Officer,
and Corporate Treasurer

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

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Remy USA Industries, L.L.C.	“USA Industries Remanufacturing Automotive Excellence”	Registration Number: 3666202 Serial Number: 77629506	August 11, 2009

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