

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM319772

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sage Automotive Interiors, Inc.		10/08/2014	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Aktiengesellschaft: SWITZERLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3874538	SAGE AUTOMOTIVE INTERIORS	
Registration Number:	3858094	SAGE AUTOMOTIVE INTERIORS	
Registration Number:	2641092	FXC	
Registration Number:	2750289	FXC	
Registration Number:	2286372	MFLEX	
Registration Number:	3277697	NO STAINS. NO SMELLS. NO WORRIES.	
Registration Number:	2104460	PREFERRED SUEDE	
Registration Number:	3030479	YES ESSENTIALS	
Registration Number:	3989726	YES ESSENTIALS	
CORRESPONDENCE DATA			
Fax Number:	2128225178		
<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:	212-530-5178		
Email:	lkass@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy		
Address Line 1:	1 Chase Manhattan Plaza		
Address Line 2:	c/o Lawrence Kass		
Address Line 4:	New York, NEW YORK 10005		

TRADEMARK

ATTORNEY DOCKET NUMBER:	26152.17800
NAME OF SUBMITTER:	Lawrence Kass
SIGNATURE:	/Lawrence Kass/
DATE SIGNED:	10/10/2014
Total Attachments: 4 source=22 - Sage Automotive - Second Lien Trademark Security Agreement#page1.tif source=22 - Sage Automotive - Second Lien Trademark Security Agreement#page2.tif source=22 - Sage Automotive - Second Lien Trademark Security Agreement#page3.tif source=22 - Sage Automotive - Second Lien Trademark Security Agreement#page4.tif	

GRANT OF SECOND LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS

October 8, 2014

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Sage Automotive Interiors, Inc., a South Carolina corporation (the "Grantor"), hereby grants to UBS AG, STAMFORD BRANCH, with offices at 677 Washington Boulevard, Stamford, Connecticut 06901 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (except any intent-to-use applications for trademark registrations for which a statement of use has not yet been filed) set forth on Schedule A attached hereto (the "Marks"), (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, (iv) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, (v) any and all rights corresponding thereto throughout the world, and (vi) any and all rights to sue for past, present or future infringements thereof.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Second Lien Security Agreement by, among Grantor, Grantee, Clearlake Sage Intermediate Holdings, Inc., a Delaware corporation, as the Initial Borrower, Sage Automotive Holdings, Inc., a Delaware corporation, as Holdings and a Guarantor, and the other Guarantors parties thereto, dated as of the date hereof (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date first above written.

GRANTOR:

SAGE AUTOMOTIVE INTERIORS, INC.



By: _____

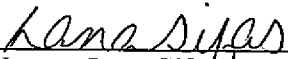
Name: Dirk Pieper


Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date first above written.

GRANTEE:

UBS AG, STAMFORD BRANCH

By: 
Name: Lana Gifas
Title: Director

By: 
Name: Jennifer Anderson
Title: Associate Director

SCHEDULE A

MARK	COUNTRY	APP. NO.	APP. DATE	REG. NO.	REG. DATE
Sage Automotive Interiors	US	77/791,975	7/29/2009	3,874,538	11/9/2010
Sage Automotive Interiors (and Design)	US	77/833,819	9/24/2009	3,858,094	10/5/2010
FXC	US	78/058,969	4/18/2001	2,641,092	10/22/2002
FXC (and Design)	US	78/114,552	3/13/2002	2,750,289	8/12/2003
Mflex	US	75/383,246	11/3/1997	2,286,372	10/12/1999
No stains, no smells, no worries	US	78/779,526	12/22/2005	3,277,697	5/8/2007
Preferred Suede	US	75/181,518	10/15/1996	2,104,460	10/7/1997
Yes Essentials	US	78/390,038	3/24/2004	3,030,479	12/13/2005
Yes Essentials (and Design)	US	85/188,228	12/1/2010	3,989,726	7/5/2011