

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM322233

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
International Brake Industries, Inc.		10/31/2014	CORPORATION: DELAWARE
International Brake Industries, Inc.		10/31/2014	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85639922	CARLSON	
<b>Serial Number:</b>	85639927	CARLSON QUALITY BRAKE PARTS	
<b>Serial Number:</b>	75092545	INTERNATIONAL BRAKE INDUSTRIES	
<b>Serial Number:</b>	76498457	INTERNATIONAL BRAKE INDUSTRIES	
<b>Serial Number:</b>	85639929	PRO KIT	
<b>Serial Number:</b>	86129505	QUIET GLIDE	
<b>Serial Number:</b>	86129496	QUIETGLIDE BRAKE CLIPS WITH DRAG AND NOI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129408776		
<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>			
<b>Phone:</b>	212-940-6522		
<b>Email:</b>	christine.guthrie@kattenlaw.com		
<b>Correspondent Name:</b>	Christine Guthrie		
<b>Address Line 1:</b>	575 Madison Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Christine Guthrie		
<b>SIGNATURE:</b>	/Christine Guthrie/		
<b>TRADEMARK</b>			

CH \$190.00 85639922

<b>DATE SIGNED:</b>	11/05/2014
<b>Total Attachments: 6</b> source=Qualitor - Trademark Security Agreement (IBI) (Executed) (2)#page1.tif source=Qualitor - Trademark Security Agreement (IBI) (Executed) (2)#page2.tif source=Qualitor - Trademark Security Agreement (IBI) (Executed) (2)#page3.tif source=Qualitor - Trademark Security Agreement (IBI) (Executed) (2)#page4.tif source=Qualitor - Trademark Security Agreement (IBI) (Executed) (2)#page5.tif source=Qualitor - Trademark Security Agreement (IBI) (Executed) (2)#page6.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 31, 2014, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent for the benefit of the Secured Parties as follows:

Section 1.      Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2.      Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, but excluding any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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,

INTERNATIONAL BRAKE  
INDUSTRIES, INC.

as Grantor

By: 

Name: Scott Gibaratz

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By: \_\_\_\_\_

Name:

Virginie Ott-Bono, CFA


Title:

Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

**Trademarks:**

Owner	Jurisdiction	Trademark	Application #	Application Date	Registration #	Registration Date
International Brake Industries, Inc.	United States	CARLSON  <b>CARLSON</b>	85/639,922	5/31/2012		
International Brake Industries, Inc.	United States	CARLSON QUALITY BRAKE PARTS  <small>CARLSON QUALITY BRAKE PARTS</small>	85/639,927	5/31/2012		
International Brake Industries, Inc.	United States	INTERNATIONAL BRAKE INDUSTRIES  	75/092,545	4/22/1996	2117416	12/2/1997
International Brake Industries, Inc.	United States	INTERNATIONAL BRAKE INDUSTRIES	76/498,457	3/19/2003	2816626	2/24/2004
International Brake Industries, Inc.	United States	PRO KIT  <b>PRO KIT</b>	85/639,929	5/31/2012		
International Brake Industries, Inc.	United States	QUIET GLIDE  <b>QUIET GLIDE</b>	86/129,505	11/26/2013		

