

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326377

<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>
Transaxle LLC		12/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LBC Credit Partners III, L.P.		
<b>Street Address:</b>	2929 Arch Street		
<b>Internal Address:</b>	Cira Centre, Suite 1550		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19104-2868		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3421580	TRANSAXLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2155648120		
<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>	215-564-8537		
<b>Email:</b>	kgibson@stradley.com		
<b>Correspondent Name:</b>	Amber Hough		
<b>Address Line 1:</b>	2600 One Commerce Square		
<b>Address Line 2:</b>	Stradley Ronon Stevens & Young, LLP		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-7098		
<b>ATTORNEY DOCKET NUMBER:</b>	185081-0020		
<b>NAME OF SUBMITTER:</b>	Amber Hough		
<b>SIGNATURE:</b>	/s/ Amber Hough		
<b>DATE SIGNED:</b>	12/17/2014		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (this “**Agreement**”) is made as of December 16, 2014, among the Grantor listed on the signature page hereof, and **LBC CREDIT PARTNERS III, L.P.**, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, “**Agent**”).

**W I T N E S S E T H:**

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “**Credit Agreement**”) among **TRANSAXLE LLC**, a Delaware limited liability company (“**Borrower**”), Agent and the Lenders from time to time party thereto ( with the Agent, the “**Lenders**”), the lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “**Security Agreement**”) among Borrower, **TRANSGEAR HOLDINGS L.P.**, **TRANSAXLE NEW ENGLAND TRANSMISSION, LLC**, **TRANSAXLE CLEVELAND, LLC**, and Agent, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. Grant of Security Interest in Trademark Collateral. Except for the Excluded Property (as defined in the Security Agreement), Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in and to all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of Grantor’s trademarks, trademark registrations, trademark applications, service marks, trade names, all renewals, extensions and continuations of any of the foregoing and all goodwill attributable to the any of the foregoing but excluding any intent-to-use applications (collectively, “**Trademarks**”), and licenses for any of the foregoing (“**Licenses**”), including those Trademarks and Licenses referred to on Schedule I hereto; and

(b) all proceeds of the foregoing, including any claim by grantor against third parties for past, present or future infringement or dilution of any trademark or any Trademark licensed under any License.

3. Security for Obligations. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and 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. Authorization to Supplement. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent following the end of the fiscal quarter in which Grantor so acquires such rights in accordance with the terms of the Security Agreement with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement or any Financing Documents in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. Construction. Unless the context of this Agreement or any Financing Documents clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement or any Financing Documents refer to this Agreement or such Financing Documents, as the case may be, as a whole and not to any particular provision of this Agreement or such Financing Documents, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in any Financing Documents to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Financing Documents to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by , and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

*[Signature pages follow]*

IN WITNESS WHEREOF, 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.

**GRANTOR:**

**TRANSAXLE LLC**, a Delaware limited liability company

By: DL  
Name: David Gordon  
Title: Chief Financial Officer

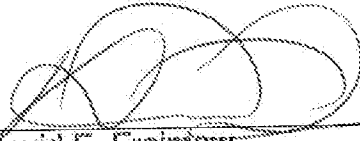
**ACCEPTED AND ACKNOWLEDGED BY:**

**LBC CREDIT PARTNERS III, L.P.,**  
as Agent

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

Name: **David E. Frainow**

Title: **Vice President**



**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademarks**

<b>Grantor</b>	<b>Description of Trademark</b>	<b>Identifying Number</b>	<b>Filing Date</b>	<b>Registration Date</b>
Transaxle LLC	Federal Trademark for "TRANSAXLE"	Reg. No. 3421580	March 14, 2007	May 6, 2008
Transaxle LLC	State (MD) Trademark for "TRANSAXLE" (held by Transaxle Corp.)	Reg. No. 1996-00039	N/A	August 8, 1986

**Licenses**

None