

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327996

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAX PARENT, LLC		01/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
CAX HOLDINGS, LLC		01/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
AXLETECH INTERNATIONAL, LLC		01/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
AXLETECH, LLC		01/05/2015	LIMITED LIABILITY COMPANY: MICHIGAN
AXT ACQUISITION HOLDINGS, INC.		01/05/2015	CORPORATION: DELAWARE
AXLETECH INTERNATIONAL HOLDINGS, LLC		01/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
AXT FRENCH HOLDINGS, LLC		01/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
AXLETECH INTERNATIONAL IP HOLDINGS, LLC		01/05/2015	LIMITED LIABILITY COMPANY: MICHIGAN
AXLETECH INTERNATIONAL BRAZIL, LLC		01/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
AXT US, LLC		01/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
AXLETECH OVERSEAS SERVICES, LLC		01/05/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CITIZENS BANK, NATIONAL ASSOCIATION, as Administrative Agent
Street Address:	28 State Street
Internal Address:	Mailstop 1420
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	national association: MASSACHUSETTS

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3803778	3000 SERIES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3677537	4000 SERIES
Registration Number:	3729319	5000 SERIES
Registration Number:	4339068	5G
Registration Number:	3698138	AT
Registration Number:	3697522	AXLETECH
Registration Number:	2867334	AXLETECH INTERNATIONAL
Registration Number:	1183678	DURA-DISC
Registration Number:	3784049	ISAS
Registration Number:	3550141	OFFHIGHWAYPLUS
Registration Number:	3830010	SOMA
Registration Number:	3843538	SOMA A BRAND OF AXLETECH
Registration Number:	3724512	TORQ-LINE
Registration Number:	4483556	TRUCK TRAILER TRANSIT
Registration Number:	3279722	U S GEAR
Registration Number:	4388911	US GEAR
Registration Number:	3171813	XTL
Serial Number:	86081896	2000 SERIES

CORRESPONDENCE DATA

Fax Number: 4045725100

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.

Phone: 404-572-3431

Email: cfraser@kslaw.com

Correspondent Name: Carol Fraser, Paralegal

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding

Address Line 4: Atlanta, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER:	AXLETECH-18558.015148
NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	01/05/2015

Total Attachments: 7

source=Cash Flow - Trademark Security Agreement#page1.tif

source=Cash Flow - Trademark Security Agreement#page2.tif

source=Cash Flow - Trademark Security Agreement#page3.tif

source=Cash Flow - Trademark Security Agreement#page4.tif

source=Cash Flow - Trademark Security Agreement#page5.tif

source=Cash Flow - Trademark Security Agreement#page6.tif

source=Cash Flow - Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 5, 2015, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of CITIZENS BANK, NATIONAL ASSOCIATION, as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Term Loan and Security Agreement, dated as of the date hereof (as the same may be amended, refinanced, replaced, restated, supplemented or modified from time to time, the "Loan Agreement"), by and among CAX HOLDINGS, LLC, a Delaware limited liability company ("CAX Holdings"), AXLETECH INTERNATIONAL, LLC, a Delaware limited liability company ("AxleTech International"), and AXLETECH, LLC, a Michigan limited liability company ("AxleTech") and together with CAX Holdings and AxleTech International, individually a "Borrower" and collectively "Borrowers", CAX PARENT, LLC, a Delaware corporation (together with its successors and/or assigns, the "Parent"), each of the Domestic Subsidiaries of the Parent from time to time party hereto (together with the Parent, individually a "Guarantor" and collectively the "Guarantors"), the Lenders from time to time party thereto and Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

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

WHEREAS, all of the Grantors are party to the Loan 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 and Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan 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 Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Lenders, and grants to Agent for the benefit of the Lenders 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 and all trademark licenses providing for the grant by or to the Grantor of any right under any trademark, including, without limitation, those referred to on Schedule I hereto;

(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. Loan and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement and each Grantor hereby acknowledges and agrees 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, 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 Trademark Collateral.

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.

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.

Section 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of the date hereof, as the same may be amended, modified, extended, restated, replaced, or supplemented from time to time (the "Intercreditor Agreement") among the Agent, as Term Agent, Citizens Business Capital, a division of Citizens Asset Finance, Inc., as ABL Agent and the Loan Parties from time to time a party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

[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.

GRANTORS:


CAX PARENT, LLC

By: 
Name: Timothy J. Crimmins
Title: CFO


CAX HOLDINGS, LLC

By: 
Name: Timothy J. Crimmins
Title: VP-Finance & Treasurer

AXLETECH INTERNATIONAL, LLC

By: 
Name: Timothy J. Crimmins
Title: VP-Finance & Treasurer

AXLETECH, LLC

By: 
Name: Timothy J. Crimmins
Title: VP-Finance & Treasurer

AXT ACQUISITION HOLDINGS, INC.

By: 
Name: Timothy J. Crimmins
Title: VP-Finance & Treasurer

AXLETECH INTERNATIONAL HOLDINGS, LLC

By: 
Name: Timothy J. Crimmins
Title: VP-Finance & Treasurer

AXT FRENCH HOLDINGS, LLC

By: 

Name: Timothy J. Crimmins

Title: VP-Finance & Treasurer

**AXLETECH INTERNATIONAL IP
HOLDINGS, LLC**

By: 

Name: Timothy J. Crimmins

Title: VP-Finance & Treasurer

**AXLETECH INTERNATIONAL BRAZIL,
LLC**

By: 

Name: Timothy J. Crimmins

Title: VP-Finance & Treasurer

AXT US, LLC

By: 

Name: Timothy J. Crimmins

Title: VP-Finance & Treasurer

AXLETECH OVERSEAS SERVICES, LLC

By: 

Name: Timothy J. Crimmins

Title: VP-Finance & Treasurer

ACCEPTED AND AGREED

as of the date first above written:

**CITIZENS BANK, NATIONAL
ASSOCIATION,**

as Administrative Agent

By: _____


Name: *Kalens Herold*





Title: *Agency Management officer, AUP*

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

I. REGISTERED TRADEMARKS

	Trademarks			
Registration or Application Number	Description	Jurisdiction	Owner	Status
3803778	3000 SERIES	United States of America	AxleTech International IP Holdings, LLC	Registered
3677537	4000 SERIES	United States of America	AxleTech International IP Holdings, LLC	Registered
3729319	5000 SERIES	United States of America	AxleTech International IP Holdings, LLC	Registered
4339068	5G	United States of America	AxleTech International IP Holdings, LLC	Registered
3698138	 AT (Logo)	United States of America	AxleTech International IP Holdings, LLC	Registered
3697522	AXLETECH	United States of America	AxleTech International IP Holdings, LLC	Registered
2867334	AXLETECH INTERNATIONAL	United States of America	AxleTech International IP Holdings, LLC	Registered
1183678	DURA-DISC	United States of America	AxleTech International IP Holdings, LLC	Registered
3784049	ISAS	United States of America	AxleTech International IP Holdings, LLC	Registered
3550141	OFFHIGHWAYPLUS	United States of America	AxleTech International IP Holdings, LLC	Registered

Registration or Application Number	Trademarks			
	Description	Jurisdiction	Owner	Status
3830010	SOMA	United States of America	AxleTech International IP Holdings, LLC	Registered
3843538	 SOMA A BRAND OF AXLETECH & Design	United States of America	AxleTech International IP Holdings, LLC	Registered
3724512	TORQ-LINE	United States of America	AxleTech International IP Holdings, LLC	Registered
4483556	 TRUCK-TRAILER-TRANSIT & Design	United States of America	AxleTech International IP Holdings, LLC	Registered
3279722	 U S GEAR & Design	United States of America	AxleTech International IP Holdings, LLC	Registered
4388911	 US GEAR & Design	United States of America	AxleTech International IP Holdings, LLC	Registered
3171813	XTL	United States of America	AxleTech International IP Holdings, LLC	Registered

II. TRADEMARK APPLICATIONS

Registration or Application Number	Trademarks			
	Description	Jurisdiction	Owner	Status
86081896	2000 Series	United States of America	AxleTech International IP Holdings, LLC	Pending