

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332602

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BPI HOLDINGS INTERNATIONAL, INC.		02/04/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Collateral Agent		
Street Address:	135 South LaSalle Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL ASSOCIATION: BANK: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4013435	ACE RAYBESTOS ADVANCED CERTIFIED EDUCATI	
Registration Number:	3270579	ADVANCED TECHNOLOGY	
Registration Number:	3289238	PROFESSIONAL GRADE	
Registration Number:	4017135	R-300	
Registration Number:	4019799	RAYBESTOS	
Registration Number:	4013577	RAYBESTOS SAFETY FIRST ENGINEERING RESEA	
Registration Number:	3813596	RAYBESTOS THE CHOICE IN CHASSIS	
Registration Number:	0422723	RAYBESTOS	
Serial Number:	86404289	RAYLIANT	
Serial Number:	86404274	RELIANT RELIABLE STOPPING POWER	
Registration Number:	3299936	SERVICE GRADE	
Registration Number:	2562738	THE BEST IN BRAKES	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<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:	212.326.3939		
Email:	NYTEF@JONESDAY.COM		
Correspondent Name:	Scott J. Moore		

CH \$315.00 4013435

Address Line 1: 222 East 41st Street
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 739326/605023

NAME OF SUBMITTER: Scott J. Moore

SIGNATURE: /Scott J. Moore/

DATE SIGNED: 02/19/2015

Total Attachments: 15

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 4, 2015 (this "Agreement"), is made by BPI HOLDINGS INTERNATIONAL, INC., a Delaware corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as collateral agent (together with its successor(s) and assigns thereto in such capacity, the "Collateral Agent") for each of the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, the Grantor has entered into an Amended and Restated Credit Agreement, dated as of August 22, 2014, by and among, it, Brake Parts Inc LLC, a Delaware limited liability company (the "Borrower"), the other Credit Parties named (and as defined) therein, the financial institutions that are or may from time to time become parties thereto (the "Lenders") and Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent") (as such agreement may be amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), providing for the making of loans, advances and other financial accommodations to the Borrower and the other Credit Parties, as contemplated therein;

WHEREAS, in connection with the Credit Agreement, the Grantor, together with the other Credit Parties, has entered into an Amended and Restated Pledge and Security Agreement, dated as of August 22, 2014, with the Collateral Agent for the benefit of the Secured Parties (as such agreement may be amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Collateral Agent and each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of such Grantor's right, title and interest throughout the world, whether

now or hereafter existing or acquired by such Grantor, in and to the following (“Trademark Collateral”):

- (a) the Trademarks (including those Trademarks referred to in Schedule I);
- (b) the right to sue third parties for past, present and future infringements or dilution of the Trademarks or for any injury to the goodwill associated with the use of any such Trademark; and
- (c) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Credit Document. This Agreement is a Credit Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

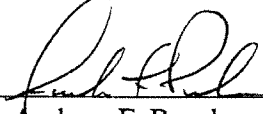
SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page of any this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

BPI HOLDINGS INTERNATIONAL, INC.

By: 
Name: Andrew F. Brooks
Title: Global Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005462 FRAME: 0385

BANK OF AMERICA, N.A.,
as Collateral Agent

By: Steve M. [Signature]
Name: STEVEN M. [Signature]
Title: SVI

[Signature Page to Trademark Security Agreement]








CHI-181954374








TRADEMARK
REEL: 005462 FRAME: 0386







SCHEDULE I
to Trademark Security Agreement








Trademarks

Country	Mark	Status	App/Reg #	App/Reg Date	Classes
Algeria	RAYBESTOS	Registered	76899	01/28/2009	12
Argentina	RAYBESTOS	Registered	2500852	01/23/2002	12
Argentina	RAYBESTOS THE CHOICE IN CHASSIS & Design	Registered	2410285	11/25/2010	12
Argentina	RAYBESTOS	Pending	3369498	11/20/2014	1
Australia	R-300	Registered	1405251	01/24/2011	12
Australia	RAYBESTOS & Design <i>Raybestos</i>	Registered	621829	02/03/1994	12
Austria	RAYBESTOS & Design <i>Raybestos</i>	Registered	152286	04/22/1994	12
Azerbaijan	RAYBESTOS	Registered	2010 0605	05/26/2010	12
Belarus	RAYBESTOS	Registered	39882	08/01/2012	12
Bolivia	RAYBESTOS	Registered	58898	11/05/1991	12
Bolivia	RAYBESTOS	Pending	SM062572014	11/20/2014	1
Bosnia	RAYBESTOS DESIGN 2 <i>Raybestos</i>	Registered	520625	12/22/1987	12
Brazil	RAYBESTOS	Pending	908622627	11/19/2014	1
Brazil	RAYBESTOS	Registered	819333212	03/02/1999	12
Brazil	RAYBESTOS	Pending	901104809	08/08/2008	12
Canada	ADVANCED TECHNOLOGY	Registered	TMA694701	08/24/2007	12
Canada	R-300	Registered	TMA805550	08/30/2011	12
Canada	RAYBESTOS	Registered	TMA844205	02/21/2013	12
Canada	RAYBESTOS & Design <i>Raybestos</i>	Registered	TMA665099	05/29/2006	12
Canada	RAYBESTOS SAFETY SHIELD & Design	Pending	1484569	06/10/2010	12








Country	Mark	Status	App/Reg #	App/Reg Date	Classes
					
Canada	RAYBESTOS SAFETY SHIELD & Design (all language) 	Pending	1485788	06/18/2010	12
Canada	RAYBESTOS THE CHOICE IN CHASSIS & Design	Registered	786132	12/30/2010	12
Canada	SERVICE GRADE	Registered	TMA704516	01/11/2008	12
Chile	RAYBESTOS	Registered	873603	01/22/2010	12
Chile	RAYBESTOS	Pending	1132085	11/19/2014	1
China	R-300 (stylized) 	Registered	9657798	09/07/2012	12
China	RAYBESTOS	Registered	6894411	06/07/2010	12
China	RAYBESTOS & Design 	Registered	1012694	05/21/1997	12
China	RAYBESTOS (IN CHINESE) 	Registered	1197391	08/07/1998	12
China	RAYBESTOS SAFETY SHIELD & Design 	Registered	8873387	03/21/2012	12
Colombia	R-300	Registered	429207	06/30/2011	12
Colombia	RAYBESTOS	Registered	421767	03/29/2011	12
Colombia	RAYBESTOS & Design 	Registered	321666	09/26/2006	12
Colombia	RAYBESTOS	Registered	421768	03/29/2011	12


Country	Mark	Status	App/Reg #	App/Reg Date	Classes
	SAFETY SHIELD & Design 				
Colombia	RAYBESTOS	Pending	14 254507	11/19/2014	1
Congo	RAYBESTOS	Registered	180782013	01/15/2013	12
Congo	RAYBESTOS	Registered	6763/98	08/06/1998	12
Costa Rica	RAYBESTOS	Registered	193317	08/03/2009	12
Croatia	RAYBESTOS & Design 	Registered	Z931883	12/05/1996	12
Czech Republic	RAYBESTOS & Design 	Registered	283980	09/25/2006	12
Dominican Republic	RAYBESTOS	Registered	174418	06/01/2009	12
Ecuador	R-300	Registered	5495-11	07/25/2011	12
Ecuador	RAYBESTOS	Registered	2818-11	05/04/2011	12
Ecuador	RAYBESTOS & Design 	Registered	5294	10/25/1996	12
Ecuador	RAYBESTOS SAFETY SHIELD & Design 	Registered	2817-11	05/04/2011	12
Egypt	RAYBESTOS & Design 	Registered	90252	05/31/1998	12
El Salvador	R-300	Registered	91174	08/24/2011	12
El Salvador	RAYBESTOS	Registered	128147	03/02/2010	12
El Salvador	RAYBESTOS SAFETY SHIELD & Design 	Registered	106172	07/19/2011	12









Country	Mark	Status	App/Reg #	App/Reg Date	Classes
European Union (CTM)	R-300	Registered	009669011	06/27/2011	12
European Union (CTM)	RAYBESTOS	Registered	007146244	05/14/2009	007, 12, 017
European Union (CTM)	RAYBESTOS & Design 	Registered	000782847	07/05/1999	007, 12, 017
European Union (CTM)	RAYBESTOS SAFETY SHIELD & Design 	Registered	009444829	02/28/2011	12
Georgia	RAYBESTOS	Registered	M20291	02/26/2010	12
Germany	RAYBESTOS DESIGN 2 	Registered	1108464	07/10/1987	12
Greece	RAYBESTOS & Design 	Registered	129851	09/17/1998	12
Guatemala	RAYBESTOS	Pending	2009-0434	01/27/2009	12
Guatemala	R-300	Registered	177181	07/25/2011	12
Guatemala	RAYBESTOS SAFETY SHIELD & Design (no words) 	Registered	188647	05/07/2013	12
Guatemala	RAYBESTOS SAFETY SHIELD & Design 	Pending	2011-6354	07/28/2011	12
Guinea-Bissau	RAYBESTOS	Registered	P5/0307	04/13/1999	12
Guyana	RAYBESTOS	Pending	26, 831A	11/25/2014	12
Honduras	R-300	Registered	119254	03/23/2012	12
Honduras	RAYBESTOS	Registered	88243	07/17/2003	12
Honduras	RAYBESTOS	Registered	117674	10/20/2011	12





Country	Mark	Status	App/Reg #	App/Reg Date	Classes
Honduras	RAYBESTOS SAFETY SHIELD & Design 	Registered	118441	12/19/2011	12
Hong Kong	R-300	Registered	301818054	01/24/2011	12
Hong Kong	RAYBESTOS AND RAYBESTOS & Design 	Registered	199812913	12/10/1998	12
Hungary	RAYBESTOS & Design 	Registered	150103	03/17/1998	12
India	RAYBESTOS	Registered	613395	12/06/1993	12
India	RAYBESTOS	Registered	1716334	10/10/2011	12
Indonesia	RAYBESTOS & Design 	Registered	IDM00034174 9	02/04/2000	12
Iran	RAYBESTOS & Design 	Registered	82021	01/19/1998	12
Israel	R-300	Registered	235000	06/04/2012	12
Israel	RAYBESTOS	Registered	233042	10/04/2011	12
Israel	RAYBESTOS & Design 	Registered	143225	01/02/2002	12
Israel	RAYBESTOS SAFETY SHIELD & Design 	Registered	233043	10/04/2011	12









Country	Mark	Status	App/Reg #	App/Reg Date	Classes
Jamaica	RAYBESTOS & Design <i>Raybestos</i>	Registered	29491	01/26/2001	12
Japan	R-300 (stylized) <i>R-300</i>	Registered	5475795	03/02/2012	12
Japan	RAYBESTOS & Design <i>Raybestos</i>	Registered	4280676	06/04/1999	12
Jordan	RAYBESTOS & Design <i>Raybestos</i>	Registered	51589	11/10/2005	12
Kazakhstan	RAYBESTOS	Registered	33857	09/15/2010	12
Kenya	RAYBESTOS & Design <i>Raybestos</i>	Registered	39870	08/28/1997	12
Kosovo	RAYBESTOS	Pending	8246	01/27/2009	12
Kosovo	RAYBESTOS & Design <i>Raybestos</i>	Pending	3959	10/15/2008	7, 12
Kyrgyzstan	RAYBESTOS	Registered	9922	01/30/2010	12
Lebanon	RAYBESTOS	Registered	120368	01/28/2009	12
Malaysia	RAYBESTOS & Design <i>Raybestos</i>	Registered	92005333	08/01/1999	12
Mexico	R-300	Registered	1204200	02/28/2011	12
Mexico	RAYBESTOS	Registered	1143624	02/17/2010	12

Country	Mark	Status	App/Reg #	App/Reg Date	Classes
Mexico	RAYBESTOS & Design 	Registered	580907	06/30/1998	009
Mexico	RAYBESTOS & Design 	Registered	583313	07/31/1998	12
Mexico	RAYBESTOS SAFETY SHIELD & Design 	Registered	1176963	08/30/2010	12
Mexico	RAYBESTOS THE CHOICE IN CHASSIS & Design	Registered	1172796	08/16/2010	12
Moldova	RAYBESTOS	Registered	19696	03/09/2010	12
Montenegro	RAYBESTOS DESIGN 2 	Registered	520625	12/22/1987	12
Morocco	RAYBESTOS DESIGN 2 	Registered	41163	06/03/1968	007, 12, 017
New Zealand	R-300	Registered	836253	09/23/2010	12
New Zealand	RAYBESTOS	Registered	214569	01/27/1995	12
Nicaragua	RAYBESTOS	Registered	2010089923 LM	04/13/2010	12
Nigeria	RAYBESOTS	Pending	FTM20091359	01/12/2009	12
North Korea	RAYBESTOS DESIGN 2 	Registered	520625	12/22/1987	12
Norway	R-300	Registered	268608	12/07/2012	12
Norway	RAYBESTOS & Design 	Registered	159265	09/16/1993	12
OAPI	RAYBESTOS	Registered	39259	04/13/1999	12

Country	Mark	Status	App/Reg #	App/Reg Date	Classes
Pakistan	RAYBESTOS & Design <i>Raybestos</i>	Registered	190632	12/22/2003	12
Panama	R-300	Registered	197768	02/23/2011	12
Panama	RAYBESTOS WINGED DESIGN	Registered	60913	04/21/1992	12
Paraguay	RAYBESTOS & Design <i>Raybestos</i>	Registered	314827	01/02/1998	12
Paraguay	RAYBESTOS	Pending	52150/2014	11/20/2014	1
Peru	R-300	Registered	175543	05/06/2011	12
Peru	RAYBESTOS	Registered	12111	12/29/2004	12
Peru	RAYBESTOS	Pending	597353	11/20/2014	1
Philippines	RAYBESTOS & Design <i>Raybestos</i>	Registered	057482	03/24/1994	12
Poland	RAYBESTOS & Design <i>Raybestos</i>	Registered	117084	01/10/2000	12
Romania	RAYBESTOS & Design <i>Raybestos</i>	Registered	2R019370	09/24/1991	12
Russia	RAYBESTOS	Registered	389613	09/22/2009	12
Russia	RAYBESTOS DESIGN 2 <i>Raybestos</i>	Registered	520625	12/22/1987	12
Russia	RAYBESTOS SAFETY SHIELD & Design 	Registered	489248	06/07/2013	12
Saudi Arabia	R-300	Registered	136158	05/20/2012	12
Saudi Arabia	RAYBESTOS	Registered	131590	01/30/2012	12

Country	Mark	Status	App/Reg #	App/Reg Date	Classes
Saudi Arabia	RAYBESTOS & Design 	Registered	50454	09/16/1998	12
Saudi Arabia	RAYBESTOS SAFETY SHIELD & Design 	Registered	137156	07/03/2012	12
Serbia	RAYBESTOS DESIGN 2 	Registered	520625	12/22/1987	12
Singapore	RAYBESTOS & Design 	Registered	T99/11236F	10/07/1999	12
Slovenia	RAYBESTOS	Registered	9370241	02/09/1996	007, 12, 017
South Africa	RAYBESTOS	Registered	1993/10660	02/08/1996	12
South Korea	RAYBESTOS	Registered	40-0477277	09/20/2000	12
South Korea	RAYBESTOS	Registered	400797424	08/10/2009	12
Sri Lanka	RAYBESTOS	Pending	149196	01/26/2009	12
Sudan	RAYBESTOS &  Design	Registered	27409	04/04/1999	12
Suriname	RAYBESTOS	Pending		11/20/2014	1
Suriname	RAYBESTOS	Registered	21759	02/05/2009	12
Switzerland	RAYBESTOS & Design 	Registered	461301	11/18/1998	12
Syria	RAYBESTOS	Registered	116928	09/26/2010	12
Taiwan	RAYBESTOS & Design 	Registered	797758	03/01/1998	12
Thailand	RAYBESTOS & Design 	Registered	KOR112395	05/01/2000	12

Country	Mark	Status	App/Reg #	App/Reg Date	Classes
Tunisia	RAYBESTOS	Registered	EE.88.645	11/02/1988	12
Turkey	R-300	Registered	201107171	01/23/2012	12
Turkey	RAYBESTOS &  Design	Registered	165362	10/02/1995	12
UAE	RAYBESTOS	Registered	160949	12/07/2011	12
Ukraine	RAYBESTOS DESIGN 2 	Registered	520625	12/22/1987	12
United States	ACE RAYBESTOS ADVANCED CERTIFIED EDUCATION BRAKE & CHASSIS 	Registered	4,013,435	08/16/2011	041
United States	ADVANCED TECHNOLOGY	Registered	3,270,579	07/24/2007	12
United States	PROFESSIONAL GRADE	Registered	3,289,238	09/04/2007	12
United States	R-300	Registered	4,017,135	08/23/2011	12
United States	RAYBESTOS	Registered	4,019,799	08/30/2011	12
United States	RAYBESTOS SAFETY SHIELD & Design 	Registered	4,013,577	08/16/2011	12
United States	RAYBESTOS THE CHOICE IN CHASSIS & Design	Registered	3,813,596	07/06/2010	12
United States	RAYBESTOS WINGED DESIGN	Registered	422,723	08/06/1946	12
United States	RAYLIANT (stylized)	Pending	86/404,289	09/24/2014	12
United States	RAYLIANT RELIABLE STOPPING POWER	Pending	86/404,274	09/24/2014	12
United States	SERVICE GRADE	Registered	3,299,936	09/25/2007	12
United States	THE BEST IN BRAKES	Registered	2,562,738	04/23/2002	12

Country	Mark	Status	App/Reg #	App/Reg Date	Classes
Uruguay	RAYBESTOS & Design 	Registered	413412	06/20/1990	12
Uruguay	RAYBESTOS	Pending	460.289	11/20/2014	1
Uzbekistan	RAYBESTOS	Registered	MGU 18891	10/15/2009	12
Venezuela	RAYBESTOS	Pending	1857414	11/27/2014	1
Venezuela	RAYBESTOS	Registered	F158788	05/02/1994	8
Venezuela	RAYBESTOS SAFETY SHIELD & Design 	Pending	2010-19841	12/01/2010	12
Venezuela	RAYBESTOS	Pending	2010-19840	12/01/2010	12
Venezuela	RAYBESTOS R-300	Pending	2011-4872	03/29/2011	12
Vietnam	RAYBESTOS	Registered	147218	06/02/2010	12
WIPO	RAYBESTOS DESIGN 2 	Registered	520625	12/22/1987	12
Zambia	RAYBESTOS	Registered	71/2009	07/28/2008	12
Zimbabwe (Rhodesia)	RAYBESTOS	Registered	40/36	07/20/1936	12, 017
Zimbabwe (Rhodesia)	RAYBESTOS & Design 	Pending	265/98	03/05/1998	12
COMMON LAW			Common law mark		
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