

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336491

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN DRIVELINE SYSTEMS, INC.		03/25/2015	CORPORATION: DELAWARE
AAMCO TRANSMISSIONS, INC.		03/25/2015	CORPORATION: PENNSYLVANIA
AMERICAN DRIVELINE CENTERS, INC.		03/25/2015	CORPORATION: PENNSYLVANIA
AMERICAN DRIVELINE COMMUNICATIONS CORP.		03/25/2015	CORPORATION: PENNSYLVANIA
GLOBAL POWERTRAIN SYSTEMS, LLC		03/25/2015	LIMITED LIABILITY COMPANY: DELAWARE
COTTMAN TRANSMISSION SYSTEMS, LLC		03/25/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	ALLY COMMERCIAL FINANCE LLC, as Agent		
Street Address:	1185 Avenue of the Americas, 2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86292818	STILL THE MAN	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7943		
Email:	skowalski@vedderprice.com		
Correspondent Name:	Sylvia Kowalski		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		

CH \$40.00 86292818

ATTORNEY DOCKET NUMBER:	31656000057 - HANCOCK
NAME OF SUBMITTER:	Sylvia Kowalski
SIGNATURE:	/Sylvia Kowalski/
DATE SIGNED:	03/27/2015

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated March 25, 2015, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of **ALLY COMMERCIAL FINANCE LLC**, a Delaware limited liability company, as collateral agent (the "Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, AMERICAN DRIVELINE SYSTEMS, INC., a Delaware corporation (successor by merger to Cottman Transmissions Holdings, LLC (successor by merger to Cottman Midco, LLC)) ("Holdings"), AAMCO TRANSMISSIONS, INC., a Pennsylvania corporation (successor by merger to Accel Advertising, Incorporated) ("AAMCO"), AMERICAN DRIVELINE CENTERS, INC., a Pennsylvania corporation ("ADC"), AMERICAN DRIVELINE COMMUNICATIONS CORP., a Pennsylvania corporation ("ADCC"), GLOBAL POWERTRAIN SYSTEMS, LLC, a Delaware limited liability company ("GPS"), and COTTMAN TRANSMISSION SYSTEMS, LLC, a Delaware limited liability company (successor by merger to Select-Trans Equipment Co. and Cottman Management Corporation (successor by merger to Horsham Leasing Company)) ("Cottman" and, collectively with Holdings, AAMCO, ADC, ADCC and GPS, the "Borrowers" and each a "Borrower") and the other entities listed on the signature pages hereto (the "Guarantors" and, together with the Borrowers, each individually a "Grantor" and collectively, the "Grantors"), entered into a Loan and Guaranty Agreement dated as of February 17, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with Ally Commercial Finance LLC, as Agent, and the Lenders party thereto and GCI Capital Markets LLC, as Documentation Agent. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, as a condition precedent to the making of Loans, each Grantor executed and delivered that certain Security Agreement dated February 17, 2012 made by the Grantors and the Issuers, in each case, to the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations (as such term is defined in the Security Agreement) of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Agent shall have the right, but not the obligation, at the expense of Grantor, to record this Agreement in the United States Patent and Trademark Office and the United States Copyright Office. Upon satisfaction in full of the Secured Obligations and termination of any Commitments to lend under the Loan Agreement in accordance with its terms, Grantor shall have the right to effect the recording of such satisfaction or termination at the expense of Grantor, in the United States Patent and Trademark Office and United States Copyright Office. Agent and Grantor shall promptly cooperate to effect all such recordings hereunder.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Severability. The invalidity, illegality or unenforceability in any jurisdiction of any provision in or obligation under this IP Security Agreement or the other Loan Documents shall not affect or impair the validity, legality or enforceability of the remaining provisions or obligations under this IP Security Agreement, or the other Loan Documents.

SECTION 7. Modification. This IP Security Agreement cannot be altered, amended or modified in any way, except by a writing signed by all the parties hereto.

SECTION 8. Binding Effect; Benefits. This IP Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, Grantor may not assign its rights or obligations hereunder without the written consent of Agent.

SECTION 9. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to conflict of laws principles (but including and giving effect to Sections 5-1401 and 5-1402 of the New York General Obligations Law).

(Signature Page to Intellectual Property Security Agreement)

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

AMERICAN DRIVELINE SYSTEMS, INC.,
a Delaware corporation (successor by merger to
Cottman Transmissions Holdings, LLC
(successor by merger to Cottman Midco, LLC))

By: 

Jim Gregory
Chief Financial Officer

AAMCO TRANSMISSIONS, INC.,
a Pennsylvania corporation (successor by
merger to Accel Advertising, Incorporated)

By: 

Jim Gregory
Chief Financial Officer

AMERICAN DRIVELINE CENTERS, INC.,
a Pennsylvania corporation

By: 

Jim Gregory
Chief Financial Officer

**AMERICAN DRIVELINE
COMMUNICATIONS CORP.**,
a Pennsylvania corporation

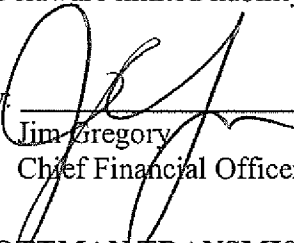
By: 

Jim Gregory
Chief Financial Officer

(Signature Page to Intellectual Property Security Agreement)

GRANTORS (con't):

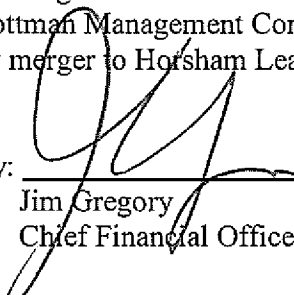
GLOBAL POWERTRAIN SYSTEMS, LLC,
a Delaware limited liability company

By: 

Jim Gregory
Chief Financial Officer

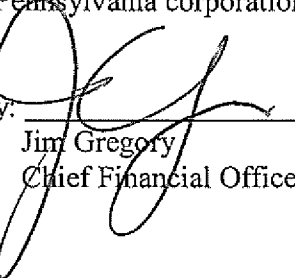
**COTTMAN TRANSMISSION SYSTEMS,
LLC,**

a Delaware limited liability company (successor
by merger to Select-Trans Equipment Co. and
Cottman Management Corporation (successor
by merger to Horsham Leasing Company))

By: 

Jim Gregory
Chief Financial Officer

ROSS ADVERTISING, INC.,
a Pennsylvania corporation

By: 

Jim Gregory
Chief Financial Officer

**SCHEDULE A
PATENTS**

Patents

Grantor	Patent Titles	Country	Patent No.	Application No.	Filing Date	Issue Date
NONE						

**SCHEDULE B
TRADEMARKS**

<u>Holder</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Cottman Transmission Systems, LLC	STILL THE MAN	U.S.			8,6292,818	05/27/14	

**SCHEDULE C
COPYRIGHTS**

None.