

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM338897

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Maval Industries, L.L.C.	FORMERLY RII Acquisition Company, L.L.C.	04/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
Remy International Holdings, Inc.		04/02/2015	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A., as Administrative Agent
<b>Street Address:</b>	222 Broadway, 14th Floor
<b>Internal Address:</b>	Mail Code: NY3-222-14-03
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10038
<b>Entity Type:</b>	National Association: UNITED STATES

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
<b>Registration Number:</b>	4529842	MAKING THE LEGENDS OF TOMORROW, TODAY
<b>Registration Number:</b>	4418902	
<b>Registration Number:</b>	4214452	WICKED BILT
<b>Registration Number:</b>	3675433	RACKZILLA
<b>Registration Number:</b>	4615496	ELECTRA-STEER
<b>Registration Number:</b>	3069816	CROSS STEER
<b>Registration Number:</b>	2737040	UNISTEER
<b>Serial Number:</b>	86582430	MAVAL
<b>Serial Number:</b>	86582611	MAVAL

## CORRESPONDENCE DATA

Fax Number: 2134306407

*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: 213-430-6316

Email: nahn@omm.com

Correspondent Name: Nicholas Ahn, Esq.

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**Address Line 1:** O'Melveny & Myers LLP  
**Address Line 2:** 400 South Hope Street, 18th Floor  
**Address Line 4:** Los Angeles, CALIFORNIA 90071

**ATTORNEY DOCKET NUMBER:** 0019368-01223

**NAME OF SUBMITTER:** Alexandra C. Echery

**SIGNATURE:** /ACE/

**DATE SIGNED:** 04/21/2015

**Total Attachments: 5**

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## GRANT OF TRADEMARK SECURITY INTEREST

This GRANT OF TRADEMARK SECURITY INTEREST (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Grant of Trademark Security Interest**”) is made by MAVAL INDUSTRIES, L.L.C. a Delaware limited liability company f/k/a RII Acquisition Company, L.L.C. and REMY INTERNATIONAL HOLDINGS, INC., a Delaware corporation (each individually a “**Grantor**” and collectively, “**Grantors**”), dated April 2, 2015, in favor of Bank of America, N.A., as administrative agent (in such capacity, together with its successors and assigns, the “**Administrative Agent**”) for the Secured Parties.

**WHEREAS**, pursuant to the Second Amended and Restated Term B Loan Credit Agreement, dated as of December 31, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Remy Holdings, Inc., a Delaware corporation f/k/a Remy International, Inc. (the “**Company**”), Remy International, Inc., a Delaware corporation f/k/a New Remy Holdco Corp., and New Remy Corp., a Delaware corporation, the Lenders from time to time party thereto and Bank of America, N.A., as administrative agent (in such capacity, together with its successors and assigns, the “**Administrative Agent**”), which amended and restated in its entirety the Amended and Restated Term B Loan Credit Agreement, dated as of March 5, 2013, Lenders have made certain Term B loans to the Company, subject to the terms and conditions set forth in the Credit Agreement.

**WHEREAS**, pursuant to the terms of the Security Agreement dated as of December 17, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in the Security Agreement), by and among the Company, Administrative Agent and the other “**Grantors**” named therein, Grantors have granted in favor of Administrative Agent a security interest in, and Administrative Agent has become a secured creditor with respect to, certain intellectual property of Grantors, including the Trademark Collateral (as defined below);

**WHEREAS**, pursuant to the terms of the Security Agreement, Grantors have agreed to execute this Grant of Trademark Security Interest for recording with the United States Patent and Trademark Office (“**USPTO**”) and other governmental authorities.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to Administrative Agent pursuant to the Security Agreement, each Grantors agree as follows:

1. Grant of Security. Each Grantor hereby grants to Administrative Agent a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(a) all trademarks and service mark registrations and applications set forth on Schedule A 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 and enforceability of such intent-to-use trademark application under applicable federal law), and all goodwill of such Grantor's business that is connected with the use of, and symbolized by, such trademarks;

(b) all renewals and extensions of the foregoing;

(c) all rights (but not obligations) corresponding to the foregoing to sue for past, present and future infringements;

(d) all proceeds, products, rents, profits from and other payments now or hereafter due and payable with respect to any and all of the foregoing. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when the Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

2. Security for Obligations. The grant of a security interest in the Trademark Collateral by each Grantor under this Grant of Trademark Security Interest secures the payment of all the Secured Obligations. Without limiting the generality of the foregoing, this Grant of Trademark Security Interest secures the payment of all amounts that constitute part of the Secured Obligations and would be owed to the Administrative Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such Grantor.

3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks of the USPTO and any other applicable government authority file and record this Grant of Trademark Security Interest.

4. Rights and Remedies. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative 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 are incorporated by reference herein as if fully set forth herein.

5. Governing Law. This Grant of Trademark Security Interest shall be governed by, and construed in accordance with, the laws of the State of New York.

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

**MAVAL INDUSTRIES, L.L.C.**,  
a Delaware limited liability company

By: Barbara J. Bitzer  
Name: Barbara J. Bitzer  
Title: VP, Global Controller

**REMY INTERNATIONAL HOLDINGS, INC.**,  
a Delaware corporation

By: Barbara J. Bitzer  
Name: Barbara J. Bitzer  
Title: VP, Global Controller

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

**United States Trademarks**

**Registrations:**

<b>Registered Owner</b>	<b>Trademark Description</b>	<b>Registration No.; Serial No.</b>	<b>Registration Date</b>
Maval Industries, L.L.C.	Word mark "MAKING THE LEGENDS OF TOMORROW, TODAY".	Registration number: 4529842; Serial number: 85122623	May 13, 2014
Maval Industries, L.L.C.	Design mark described as follows: "Color is not claimed as a feature of the mark. The mark consists of a shield with slash marks that intersect within the shield".	Registration number: 4418902; Serial number: 85122491	October 15, 2013
Maval Industries, L.L.C.	Word mark "WICKED BILT".	Registration number: 4214452; Serial number: 85065274	September 25, 2012
Maval Industries, L.L.C.	Word mark "RACKZILLA".	Registration number: 3675433; Serial number: 77548325	September 1, 2009
Maval Industries, L.L.C.	Word mark "ELECTRA-STEER".	Registration number: 4615496; Serial number: 77443760	October 7, 2014
Maval Industries, L.L.C.	Work mark "CROSS STEER".	Registration number: 3069816; Serial number: 76608337	March 21, 2006
Maval Industries, L.L.C.	Word mark "UNISTEER".	Registration number: 2737040; Serial number: 75666218	July 15, 2003

**Applications:**

<b>Applicant</b>	<b>Description of Mark</b>	<b>Application No.</b>
Remy International Holdings, Inc. <sup>1</sup>	Word mark "MAVAL" in standard font.	Application serial number: 86582430
Remy International Holdings, Inc. <sup>2</sup>	Word mark "MAVAL" in stylized font with a green box and white text.	Application serial number: 86582611

<sup>1</sup> The trademark was assigned by Remy International, Inc. to Remy International Holdings, Inc. on March 31, 2015.

<sup>2</sup> The trademark was assigned by Remy International, Inc. to Remy International Holdings, Inc. on March 31, 2015.

**Common law trademark:**

“Maval”.

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**RECORDED: 04/21/2015**

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