

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343481

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	Wells Fargo Capital Finance, LLC, as Agent
Street Address:	10 S. Wacker Drive, 13th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

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

CORRESPONDENCE DATA

Fax Number: 3128637865

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: 312-201-3865

Email: sharon.patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson, Paralegal

Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.

OP \$240.00 4529842

Address Line 2: Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.259
NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	06/04/2015

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 2nd day of April, 2015, by and among the Grantors listed on the signature page hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 17, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Remy International, Inc., a Delaware corporation ("Parent"), Remy Holdings, Inc., a Delaware corporation ("Remy Holdings"), Western Reman Industrial, Inc., an Indiana corporation ("Western Reman"), Power Investments, Inc., an Indiana corporation ("Power Investments"), Remy Electric Motors, L.L.C., a Virginia limited liability company ("Remy Electric"), Reman Holdings, L.L.C., a Delaware limited liability company ("Reman Holdings"), Remy Alternators, Inc., a Delaware corporation ("Remy Alternators"), Remy Technologies, L.L.C., a Delaware company ("Remy Technologies"), Remy Korea Holdings, L.L.C., a Delaware limited liability company ("Remy Korea"), Remy Inc., a Delaware corporation ("Remy Inc."), Remy International Holdings, Inc., a Delaware corporation ("Remy International Holdings"), Remy Power Products, LLC, a Delaware limited liability company ("Remy Power"), Remy USA Industries, L.L.C., a Delaware limited liability company ("Remy USA") and World Wide Automotive, L.L.C., a Virginia limited liability company ("World Wide Automotive"; together with Remy Holdings, Western Reman, Power Investments, Remy Electric, Reman Holdings, Remy Alternators, Remy Technologies, Remy Korea, Remy Inc., Remy International Holdings, Remy Power, and Remy USA are referred to hereinafter each individually as a "Borrower", and individually and collectively as "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group have agreed to make the financial accommodations to Borrowers as provided for in the Credit Agreement upon the condition, among others, that Borrowers execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Security Agreement dated as of December 17, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to Section 5.12 of the Credit Agreement and the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business to the extent that such goodwill is connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and "proceeds" (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Borrowers, or any of them, to Agent, the Lender Group, the Bank Product Providers, or any of them, but they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Borrower.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademarks, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement 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 Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement 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). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent

indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE CITY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

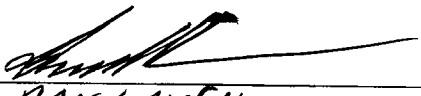
MAVAL INDUSTRIES, L.L.C.,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company

By: 
Name: DAN LAVEN
Title: V.P.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

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

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

United States Trademarks

Registrations:

Grantor	Country	Description of Mark	Registration No. Serial No.	Registration Date
Maval Industries, L.L.C.	U.S.A.	Word mark "MAKING THE LEGENDS OF TOMORROW, TODAY".	Registration number: 4529842; Serial number: 85122623	Registration date: May 13, 2014
Maval Industries, L.L.C.	U.S.A.	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	Registration date: October 15, 2013
Maval Industries, L.L.C.	U.S.A.	Word mark "WICKED BILT".	Registration number: 4214452; Serial number: 85065274	Registration date: September 25, 2012
Maval Industries, L.L.C.	U.S.A.	Word mark "RACKZILLA".	Registration number: 3675433; Serial number: 77548325	Registration date: September 1, 2009
Maval Industries, L.L.C.	U.S.A.	Word mark "ELECTRA-STEER".	Registration number: 4615496; Serial number: 77443760	Registration date: October 7, 2014
Maval Industries, L.L.C.	U.S.A.	Work mark "CROSS STEER".	Registration number: 3069816; Serial number: 76608337	Registration date: March 21, 2006
Maval Industries, L.L.C.	U.S.A.	Word mark "UNISTEER".	Registration number: 2737040; Serial number: 75666218	Registration date: July 15, 2003

Applications:

Applicant	Country	Description of Mark	Application No.
Remy International Holdings, Inc. ¹	U.S.A.	Word mark "MAVAL" in standard font.	Application serial number: 86582430
Remy International Holdings, Inc. ²	U.S.A.	Word mark "MAVAL" in stylized font with a green box and white text.	Application serial number: 86582611

Trade Names

N/A.

Common Law Trademarks

Common law trademark: "Maval".

Trademarks Not Currently In Use

N/A.

Trademark Licenses

N/A.

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0126680.0622483 4847-9860-0994v3
3/30/2015 4:24 pm

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

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