

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346426

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.		06/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
HANIL USA, L.L.C.		06/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
TI AUTOMOTIVE, L.L.C.		06/30/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS THE COLLATERAL AGENT
Street Address:	IL1-1145/54/63 P.O. BOX 6026
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60680
Entity Type:	ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2698532	TI AUTOMOTIVE
Registration Number:	2582638	B
Registration Number:	3328224	B
Registration Number:	741152	BUNDYFLEX
Registration Number:	289329	BUNDYWELD
Registration Number:	3500510	BUNDY
Registration Number:	2041248	PERMBLOK
Registration Number:	3287832	W WALBRO

CORRESPONDENCE DATA

Fax Number: 8668265420

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: 301-638-0511

Email: ipresearchplus@comcast.net

OP \$215.00 2698532

Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER: CRS1-40258

NAME OF SUBMITTER: Penelope J.A. Agodoa

SIGNATURE: /pja/

DATE SIGNED: 06/30/2015

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK

This GRANT OF SECURITY INTEREST IN TRADEMARK dated as of June 30, 2015 (this "Agreement"), is made by TI GROUP AUTOMOTIVE SYSTEMS, L.L.C., a Delaware limited liability company ("TIGAS"), HANIL USA, L.L.C., a Delaware limited liability company ("Hanil"), and TI AUTOMOTIVE, L.L.C., a Delaware limited liability company ("TI Auto"), and together with TIGAS and Hanil, each a "Grantor" and collectively the "Grantors", in favor of JPMORGAN CHASE BANK, N.A., as collateral agent (in such capacity, the "Collateral Agent") for the several banks and other financial institutions (the "Lenders") from time to time party to the Credit Agreement, dated as of June 25, 2015 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Credit Agreement"), among OMEGA ACQUISITION BIDCO LIMITED, a company incorporated with limited liability under the laws of England and Wales ("Parent"), OMEGA US SUB, LLC, a Delaware limited liability company, the Lenders and JPMORGAN CHASE BANK, N.A., as the Administrative Agent, the Collateral Agent, a Letter of Credit Issuer, the Swingline Lender and a Lender.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to, among other things, make Loans to the Borrower, the Swingline Lender has agreed to make Swingline Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of Parent, the Borrower or any other Restricted Subsidiary (collectively, the "Extensions of Credit"), in each case, upon the terms and subject to the conditions set forth therein, and one or more Cash Management Banks, Bank Product Providers or Hedge Banks may from time to time enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements with Parent and/or any of its Restricted Subsidiaries;

WHEREAS, pursuant to the Guarantee, dated as of June 30, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Guarantee"), each Subsidiary Grantor has agreed to unconditionally and irrevocably guarantee, as primary obligor and not merely as surety, to the Collateral Agent for the benefit of the Secured Parties the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations in accordance with and subject to the terms and conditions of the Guarantee;

WHEREAS, in connection with the Credit Agreement, in the case of the Borrower, or the Guarantee, in the case of each Subsidiary Grantor and any Subsidiaries of the Borrower that become parties to the Guarantee, the Borrower and the Grantors have executed and delivered a Cash Flow Security Agreement (U.S.), dated as of June 30, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantors have pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Administrative Agent, the Collateral Agent, the Lenders and the Letter of Credit Issuers to enter into the Credit Agreement and to induce the Lenders and the Letter of Credit Issuers to make their respective Extensions of Credit to Parent, the Borrower and the other

Restricted Subsidiaries, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with Parent, the Borrower and/or the Restricted Subsidiaries, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

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 or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

Grant of Security Interest. Subject to the terms of the Security Agreement, each Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Trademarks, to the extent owned by such Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

2. Termination or Release. Upon the termination of the Security Agreement or release of any Grantor in accordance with Section 6.5 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the security interest in the Trademarks of such Grantor under this Grant of Security Interest in Trademark.

Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

3. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

4. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

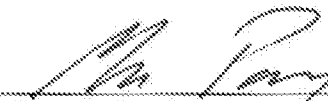
[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.,
as a Grantor

By: 
Name: Matthew Paroly
Title: Chief Legal Officer & Secretary

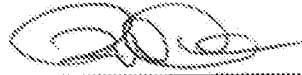
HANIL USA, L.L.C.,
as a Grantor

By: 
Name: Matthew Paroly
Title: Secretary

TLAUTOMOTIVE, L.L.C.,
as a Grantor

By: 
Name: Matthew Paroly
Title: Secretary

JPMORGAN CHASE BANK, N.A.,
as the Collateral Agent

By: 
Name: Richard W. Duker
Title: Managing Director




[Grant of Security Interest in Trademark (U.S.)]

TRADEMARK
REEL: 005566 FRAME: 0097

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademarks:

Trademark	Owner	Registration Number
TI Automotive TI AUTOMOTIVE	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.	2698532
 B	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.	2582638
 B	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.	3328224
BUNDYFLEX	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.	741152
BUNDYWELD BUNDYWELD	TI GROUP AUTOMOTIVE SYSTEMS L.L.C.	289329
BUNDY BUNDY	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.	3500510
PERMBLOK	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.	2041248
 W WALBRO	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.	3287832

Applications:

None