

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346658

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		06/30/2015	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	TI Group Automotive Systems, L.L.C.		
Street Address:	1272 Doris Road		
City:	Auburn Hills		
State/Country:	MICHIGAN		
Postal Code:	48326		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3328224	B	
Registration Number:	2041248	PERMBLOK	
Registration Number:	3500510	BUNDY	
Registration Number:	289329	BUNDYWELD	
Registration Number:	2582638	B	
Registration Number:	741152	BUNDYFLEX	
Registration Number:	2698532	TI AUTOMOTIVE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F156818		
NAME OF SUBMITTER:	Amanda M. Mitchell		
SIGNATURE:	/Amanda M. Mitchell/		

OP \$190.00 3328224

DATE SIGNED:	07/02/2015
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Total Attachments: 5

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TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST, dated as of June 30, 2015 (this “Release”), by CITIBANK, N.A., as Administrative Agent under the Existing Credit Agreement (as defined below), in favor of the Grantors. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Existing Credit Agreement, the Existing ABL Collateral Agreement or the Existing Trademark Security Agreement, as applicable, referred to below.

Reference is made to (i) the Third Amended and Restated Revolving Credit and Guaranty Agreement dated as of July 2, 2014 (as further amended, restated, supplemented or otherwise modified prior to the date hereof, the “Existing Credit Agreement”), among TI Automotive Limited, a company with limited liability organized under the laws of England and Wales, TI Group Automotive Systems, L.L.C., a Delaware limited liability company, (the “Borrower”), the Lenders party thereto (the “Lenders”) and Citibank, N.A., as Administrative Agent and Collateral Agent (the “Administrative Agent”), (ii) the ABL Collateral Agreement dated as of August 25, 2010, (as further amended, restated, supplemented or otherwise modified prior to the date hereof, the “Existing ABL Collateral Agreement”), among the Borrower, certain grantors party thereto and the Administrative Agent, and (iii) the Trademark Security Agreement dated as of August 25, 2010 (the “Existing Trademark Security Agreement”), among the Borrower, TI Automotive Limited, TI Automotive Canada, Inc., TI Automotive, L.L.C., Hanil USA L.L.C., TI Group Automotive Systems S de R.L. de C.V. (collectively, the “Grantors,” and each, a “Grantor”) and the Administrative Agent ((ii) and (iii), together, the “Existing Security Agreements”).

WHEREAS, pursuant to the Existing Security Agreements, the Grantors granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all right, title or interest of the Grantors in certain intellectual property, including the trademarks of the Grantors set forth on Schedule A hereto (the “Trademarks”), which security interests were recorded with the United States Patent and Trademark Office on August 26, 2010, on Reel 4267, Frame 0865.

WHEREAS, in connection with the payment in full of all Obligations of the Borrower and the Loan Parties, the termination in whole of the Commitments and the release of security interests under the Security Documents, the Borrower has informed the Administrative Agent of its desire that the Administrative Agent, on behalf of the Secured Parties, release all right, title and interest granted to it, for the benefit of the Secured Parties, under the Existing Security Agreements in and to the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby (i) terminates the Existing Trademark Security Agreement, (ii) terminates, cancels and releases any and all security interests it has in and against the Trademarks and (iii)

reassigns all right, title and interest it may have in, to or under the Trademarks, together with the goodwill associated therewith, to the applicable Grantor.

The Administrative Agent shall take all further actions, and provide to any Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by any Grantor to more fully and effectively effectuate the purposes of this Release at the expense of such Grantor.

The execution and delivery of this Release and the performance of any actions by the Administrative Agent in accordance with this Release are made without representation or warranty by, or recourse to, the Administrative Agent or any other Secured Party.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE ADMINISTRATIVE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed as of the day and year first above written.

CITIBANK, N.A., as Administrative Agent,

By: 
Name: K. Kelly Guinness
Title: Vice President

[Signature Page -- Termination and Release of Trademark Security Interest]

SCHEDULE A

US TRADEMARKS

Trademark Name	Owner Name	Application No.	Filing Date	Registration No.	Registration Date
"b" (stylized)	TI Group Automotive Systems, L.L.C.	76/659999	5/12/2006	3328224	11/6/2007
PERMBLOK	TI Group Automotive Systems, L.L.C.	74/668644	5/11/1995	2041248	2/25/1997
BUNDY	TI Group Automotive Systems, L.L.C.	76/660210	5/15/2006	3500510	9/16/2008
BUNDYWELD	TI Group Automotive Systems, L.L.C.	71/309605	1/5/1931	289329	11/24/1931
b (white outline)	TI Group Automotive Systems, L.L.C.	75/556724	9/22/1998	2582638	6/18/2002
BUNDYFLEX	TI Group Automotive Systems, L.L.C.	72/131800	11/13/1961	741152	11/27/1962
TI AUTOMOTIVE	TI Group Automotive Systems, L.L.C.	76/268309	6/7/2001	2698532	3/18/2003

CANADIAN TRADEMARKS

Trademark Name	Owner Name	Application No.	Filing Date	Registration No.	Registration Date
"b" (stylized)	TI Group Automotive Systems, L.L.C.	031208400	3/28/1968	TMA 160707	1/24/1969
BUNDYWELD	TI Group Automotive Systems, L.L.C.	025430700	12/19/1959	TMA 118895	7/22/1960
BUNDY	TI Group Automotive Systems, L.L.C.	016131000	2/6/1933	UCA 000437	2/6/1933
b (white outline)	TI Group Automotive Systems, L.L.C.	102667400	8/24/1999	TMA 637567	4/18/2005
"TI" (associated with two concentric circles)	TI Group Automotive Systems, L.L.C.	021593300	7/24/1952	UCA 043270	7/24/1952
TI GROUP AUTOMOTIVE SYSTEMS (design)	TI Group Automotive Systems, L.L.C.	102657900	8/23/1999	TMA 625652	11/17/2004