

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362092

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks previously recorded at Reel/Frame 5312/0388		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		11/10/2015	National banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Remy USA Industries, L.L.C.		
Street Address:	600 Corporation Drive		
City:	Pendleton		
State/Country:	INDIANA		
Postal Code:	46064		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3666202	USA INDUSTRIES REMANUFACTURING AUTOMOTIV	
CORRESPONDENCE DATA			
Fax Number:	2122919868		
<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:	212-558-4229		
Email:	demarcor@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Raffaele A. DeMarco		
Address Line 1:	125 Broad Street		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	New York, NEW YORK 10004-2498		
ATTORNEY DOCKET NUMBER:	022555.00001 (RAD)		
NAME OF SUBMITTER:	Raffaele A. DeMarco		
SIGNATURE:	/Raffaele A. DeMarco/		
DATE SIGNED:	11/11/2015		
Total Attachments: 16			
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RELEASE OF SECURITY INTERESTS IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”), is made as of the 10th day of November, 2015 by Bank of America, N.A., as administrative agent (in such capacity, together with its successors and assigns, the “Administrative Agent”) for the Secured Parties, as such term is defined in the Credit Agreement described below, in favor of Remy Technologies, L.L.C., a Delaware limited liability company; Remy Holdings, Inc. (formerly named Remy International, Inc.), a Delaware corporation; Remy Inc., a Delaware corporation; Reman Holdings, L.L.C., a Delaware limited liability company; Remy Electric Motors, L.L.C., a Virginia limited liability company; World Wide Automotive, L.L.C., a Virginia limited liability company; Maval Industries, L.L.C., a Delaware limited liability company; Remy USA Industries, L.L.C., a Delaware limited liability company; Fidelity National Technology Imaging, L.L.C., a Delaware limited liability company; and Remy International Holdings, Inc., a Delaware corporation (collectively, jointly and severally, the “Grantors”).

WHEREAS, Remy Holdings, Inc. (formerly named Remy International, Inc.), the Lenders from time to time party thereto and the Administrative Agent entered into the Term B Loan Credit Agreement, which was amended and restated on March 5, 2013 and December 31, 2014 (as amended, restated, supplemented or otherwise modified from time to time, collectively the “Credit Agreement”);

WHEREAS, on December 17, 2010, the Grantors, the Administrative Agent and other grantors named therein, entered into the Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the terms and conditions of the Security Agreement, the Grantors executed and delivered to Administrative Agent, a series of Grant of Trademark Security Interests and IP Security Agreement Supplement referenced below for recording with the United States Patent and Trademark Office (the “U.S.P.T.O.”) (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, collectively the “Trademark Security Agreements”);

WHEREAS, pursuant to the terms and conditions of the Security Agreement and Trademark Security Agreements, the Grantors granted a security interest in favor of the Administrative Agent, and the Administrative Agent became a secured creditor with respect to, certain intellectual property of the Grantors, including the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Grant of Trademark Security Interest, Remy Holdings, Inc. (formerly Remy International, Inc.) granted to the Administrative Agent a security interest in trademarks executed on December 17, 2010 and recorded on December 20, 2010 at Reel No. 4470 and Frame No. 0676 in the U.S.P.T.O. (the “First Trademark Security Agreement”);

WHEREAS, pursuant to the Grant of Trademark Security Interest, Remy Inc. granted to the Administrative Agent a security interest in trademarks executed on December 17, 2010 and recorded on December 20, 2010 at Reel No. 4470 and Frame No. 0686 in the U.S.P.T.O. (the “Second Trademark Security Agreement”);

WHEREAS, pursuant to the Grant of Trademark Security Interest, World Wide Automotive, L.L.C. granted to the Administrative Agent a security interest in trademarks executed on December 17, 2010 and recorded on December 20, 2010 at Reel No. 4437 and Frame No. 0375 in the U.S.P.T.O. (the “Third Trademark Security Agreement”);

WHEREAS, pursuant to the IP Security Agreement Supplement, Remy Holdings, Inc. (formerly Remy International, Inc.); Remy Inc.; Remy Technologies, L.L.C.; Reman Holdings, L.L.C.; and Remy Electric Motors, L.L.C. granted to the Administrative Agent a security interest in trademarks executed on March 5, 2013 and recorded on March 5, 2013 at Reel No. 4975 and Frame No. 0040 in the U.S.P.T.O. (the “Fourth Trademark Security Agreement”);

WHEREAS, pursuant to the Grant of Trademark Security Interest, Remy USA Industries, L.L.C. granted to the Administrative Agent a security interest in trademarks executed on February 11, 2014 and recorded on June 30, 2014 at Reel No. 5312 and Frame No. 0388 in the U.S.P.T.O. (the “Fifth Trademark Security Agreement”);

WHEREAS, pursuant to the Grant of Trademark Security Interest, Fidelity National Technology Imaging, L.L.C. granted to the Administrative Agent a security interest in trademarks executed on January 5, 2015 and recorded on January 5, 2015 at Reel No. 5434 and Frame No. 0540 in the U.S.P.T.O. (the “Sixth Trademark Security Agreement”);

WHEREAS, pursuant to the Grant of Trademark Security Interest, Maval Industries, L.L.C. and Remy International Holdings, Inc. granted to the Administrative Agent a security interest in trademarks executed on April 2, 2015 and recorded on April 21, 2015 at Reel No. 5501 and Frame No. 0615 in the U.S.P.T.O. (the “Seventh Trademark Security Agreement”); and

WHEREAS, the Administrative Agent, on behalf of itself and the Secured Parties, has agreed to relinquish and release any and all rights it may have in the Trademark Collateral set forth in the Trademark Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of itself and the Secured Parties, hereby states 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. Release of Security Interest. The Administrative Agent hereby terminates, releases and forever discharges, without recourse or warranty, all of its right, title, claim and interest in and to: (i) all of Grantors' trademarks and trademark applications, including those listed on Schedule A attached hereto, and all goodwill of such Grantor's business that is connected with the use of, and symbolized by, such trademarks; (ii) all renewals and extensions of the foregoing; (iii) all rights (but not obligations) corresponding to the foregoing to sue for past, present and future infringements; and (iv) all proceeds, products, rents, profits from and other payments now or hereafter due and payable with respect to, any and all of the foregoing (collectively, the "Trademark Collateral").

3. Further Assurances. The Administrative Agent hereby agrees to duly execute, acknowledge and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

4. Authorization. The Administrative Agent hereby authorizes and requests the Commissioner of Trademarks of the United States to record this Release.

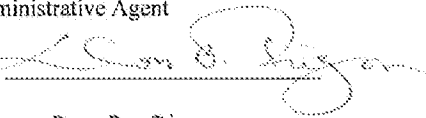
5. General Provisions.

- a. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.
- b. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.
- c. This Release may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.
- d. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN TESTIMONY WHEREOF, the Administrative Agent has caused this Release to be duly executed and delivered as of the date first above written.

BANK OF AMERICA, N.A., as
Administrative Agent

By: 

Name: Don B. Pinzon


Title: Vice President

[Signature page to Term Loan Release of Security Interest (Trademarks)]

SCHEDULE A

Trademark Collateral Listed in First Trademark Security Agreement.

Registrations

Grantor	Trademark	Registration Number	Registration Date
Remy International, Inc.	REMY (stylized)	3421635	06-May-2008
Remy International, Inc.	REMY (non-stylized)	3421636	06-May-2008
Remy International, Inc.	28SI	3599106	31-Mar-2009
Remy International, Inc.	55SI	3666743	11-Aug-2009
Remy International, Inc.		2695461	11-Mar-2003
Remy International, Inc.	UNIT PARTS	3786577	11-May-2010
Remy International, Inc.	MASTER QUALITY	3475313	29-Jul-2008
Remy International, Inc.	SPC GOVERNMENT CERTIFIED QUALITY ASSURED STATISTICAL PROCESS CONTROL	1762708	06-Apr-1993
Remy International, Inc.	SPC GOVERNMENT CERTIFIED QUALITY ASSURED STATISTICAL PROCESS CONTROL	1762445	06-Apr-1993
Remy International, Inc.	A POWERFUL LEGACY / ENGINEERING THE FUTURE	3716815	24-Nov-2009


Applications

Grantor	Trademark	Application Number	Application Date
Remy International, Inc.	REMY POWER PRODUCTS	77/698546	25-Mar-2009

Grantor	Trademark	Application Number	Application Date
Remy International, Inc.	REMY POWER PRODUCTS (stylized)	77/698914	25-Mar-2009

Trademark Collateral Listed in Second Trademark Security Agreement.

Registrations

Grantor	Trademark	Registration Number	Registration Date
Remy Inc.	ROAD GANG	1953001	30-Jan-1996
Remy Inc.	ROAD GANG	2494892	2-Oct-2001
Remy Inc.	INTELLI-CHECK	2449849	8-May-2001
Remy Inc.	INTELLI-SCAN	2522093	25-Dec-2001
Remy Inc.	DEVICE ONLY (Oval/ black & red)	3022370	6-Dec-2005
Remy Inc.	Configuration of the top of a battery (black & red)	2907539	7-Dec-2004
Remy Inc.	11SI	2946568	3-May-2005
Remy Inc.	24SI	2946567	3-May-2005
Remy Inc.	35SI	2998703	20-Sep-2005
Remy Inc.	35SI HP	2998704	20-Sep-2005
Remy Inc.		2998705	20-Sep-2005
Remy Inc.	MxT	3019121	29-Nov-2005
Remy Inc.	22SI HP	3157934	17-Oct-2006
Remy Inc.	QUADRAMOUNT	2236094	30-Mar-1999

Trademark Collateral Listed in Third Trademark Security Agreement.

Registrations

Grantor	Trademark	Registration Number	Registration Date
World Wide Automotive, L.L.C.	PRIDEMARK	2618176	10-Sep-2002
World Wide Automotive, L.L.C.	WORLD WIDE AUTOMOTIVE	2609799	20-Aug-2002
World Wide Automotive, L.L.C.	SILVER EDITION	2843607	18-May-2004
World Wide Automotive, L.L.C.	PEAK PERFORMER	3158246	17-Oct-2006
World Wide Automotive, L.L.C.	ELECTRA	3060771	21-Feb-2006

Trademark Collateral Listed in Fourth Trademark Security Agreement.

Registrations

Grantor	Trademark	Registration Number	Registration Date
Reman Holdings, L.L.C. (f/k/a Remy Holdings, Inc.)	NEW GOLD	2637229	15-Oct-2002
Remy Technologies, L.L.C.	44MT	4171084	10-July-2012
Remy Technologies, L.L.C.	40SI	4213823	25-Sept-2012
Remy Technologies, L.L.C.	50DN	4213837	25-Sept-2012

Applications

Grantor	Trademark	Application Number	Application Date
Remy Inc.	8SI	85/431915	26-Sep-11
Remy Inc.	9S1	85/431949	26-Sep-11
Remy International, Inc.	REMY THE POWER OF ONE	85/530120	31-Jan-12
Remy Technologies, L.L.C.	I6SI	85/438967	4-Oct-11
Remy Technologies, L.L.C.	129SI	85/439000	4-Oct-11

Grantor	Trademark	Application Number	Application Date
Remy Technologies, L.L.C.	38SI	85/439768	5-Oct-11
Remy Technologies, L.L.C.	138SI	85/439931	5-Oct-11
Remy Technologies, L.L.C.	5SI	85/467212	8-Nov-11
Remy Technologies, L.L.C.	10SI	85/467264	8-Nov-11
Remy Technologies, L.L.C.	28MT	85/467310	8-Nov-11
Remy Technologies, L.L.C.	29MT	85/467338	8-Nov-11
Remy Technologies, L.L.C.	38MT	85/467368	8-Nov-11
Remy Technologies, L.L.C.	20SI	85/467429	8-Nov-11
Remy Technologies, L.L.C.	REMY WE START THE WORLD & KEEP IT RUNNING	85/522933	23-Jan-12
Remy Technologies, L.L.C.	7SI	85/536174	7-Feb-12
Remy Technologies, L.L.C.	21SI	85/536207	7-Feb-12

Grantor	Trademark	Application Number	Application Date
Remy Technologies, L.L.C.	DR29S	85/539595	10-Feb-12
Remy Technologies, L.L.C.	I9SI	85/549093	22-Feb-12
Remy Technologies, L.L.C.	22SI	85/549107	22-Feb-12
Remy Technologies, L.L.C.	23SI	85/549112	22-Feb-12
Remy Technologies, L.L.C.	26SI	85/549129	22-Feb-12
Remy Technologies, L.L.C.	30SI	85/549145	22-Feb-12
Remy Technologies, L.L.C.	33SI	85/549285	22-Feb-12
Remy Technologies, L.L.C.	34S1	85/549300	22-Feb-12
Remy Technologies, L.L.C.	37MT	85/549339	22-Feb-12
Remy Technologies, L.L.C.	39MT	85/549356	22-Feb-12
Remy Technologies, L.L.C.	41MT	85/549368	22-Feb-12

Grantor	Trademark	Application Number	Application Date
Remy Technologies, L.L.C.	50MT	85/549391	22-Feb-12
Remy Technologies, L.L.C.	DR23P	85/549772	22-Feb-12
Remy Technologies, L.L.C.	DR22S	85/549786	22-Feb-12
Remy Technologies, L.L.C.	DR42S	85/549806	22-Feb-12
Remy Technologies, L.L.C.	42MT	85/551991	24-Feb-12
Remy Technologies, L.L.C.	WE START THE WORLD & KEEP IT RUNNING	85/800942	22-Feb-12

Trademark Collateral Listed in Fifth Trademark Security Agreement.

Registrations

Grantor	Trademark	Registration Number	Registration Date
Remy USA Industries, L.L.C.	USA INDUSTRIES REMANUFACTURING AUTOMOTIVE EXCELLENCE	3666202	11-Aug-2009

Trademark Collateral Listed in Sixth Trademark Security Agreement.

Registrations

Grantor	Trademark	Registration Number	Registration Date
Fidelity National Technology Imaging, L.L.C.	FNTI	3361605	01-Jan-2008

Trademark Collateral Listed in Seventh Trademark Security Agreement.

Registrations

Grantor	Trademark	Registration Number	Registration Date
Maval Industries, L.L.C.	MAKING THE LEGENDS OF TOMORROW, TODAY	4529842	13-May-2014
Maval Industries, L.L.C.	Design of a Shield with slash marks that intersect within the shield.	4418902	15-Oct-2013
Maval Industries, L.L.C.	WICKED BILT	4214452	25-Sep-2012
Maval Industries, L.L.C.	RACKZILLA	3675433	1-Sep-2009
Maval Industries, L.L.C.	ELECTRA-STEER	4615496	7-Oct-2014
Maval Industries, L.L.C.	CROSS STEER	3069816	21-Mar-2006
Maval Industries, L.L.C.	UNISTEER	2737040	15-Jul-2003

Applications

Grantor	Trademark	Application No.
Remy International Holdings, Inc. ¹	MAVAL	86/582430
Remy International Holdings, Inc. ²	MAVAL and Design	86/582611

Common law trademark:

“Maval”

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.