

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362164

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks previously recorded at Reel/Frame 5435/0834		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO CAPITAL FINANCE, L.L.C.		11/10/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	FIDELITY NATIONAL TECHNOLOGY IMAGING, 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:	3361605	FNTI	
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:	11/12/2015		
Total Attachments: 13			
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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 Wells Fargo Capital Finance, L.L.C., a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers, as those terms are defined in the Credit Agreement described below, (in such capacity, together with its successors and assigns in such capacity, the "Agent") in favor of Remy International, Inc., a Delaware corporation; Remy Inc., a Delaware corporation; Remy Power Products, L.L.C., a Delaware 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 International Holdings, Inc., a Delaware corporation; Remy USA Industries L.L.C., a Delaware limited liability company; and Fidelity National Technology Imaging, L.L.C., a Delaware limited liability company (collectively, jointly and severally, the "Grantors").

WHEREAS, on December 17, 2010, WFCF, Remy International, Inc., a Delaware corporation ("Remy International"), and certain subsidiaries of Remy International entered into a Credit Agreement, (as amended supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, pursuant to the terms and conditions of the Credit Agreement, the Grantors executed and delivered 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");

WHEREAS, pursuant to the Security Agreement, Remy International, Remy Inc., Remy Power Products, L.L.C., and World Wide Automotive, L.L.C. granted to Agent a security interest in trademarks effective as of December 17, 2010 and recorded on December 22, 2010 at Reel No. 4439 and Frame No. 0343 in the United States Patent and Trademark Office ("U.S.P.T.O.") (the "First Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement, Remy International, Remy Inc., Remy Power Products, L.L.C., and World Wide Automotive, L.L.C. granted to Agent a security interest in trademarks effective as of December 17, 2010 and recorded on March 13, 2013 at Reel No. 4980 and Frame No. 0891 in the U.S.P.T.O. (the "Second Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement, Remy USA Industries, L.L.C. granted to Agent a security interest in trademarks effective as of February 11,

2014 and recorded on August 11, 2014 at Reel No. 5341 and Frame No. 0355 in the U.S.P.T.O. (the "Third Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement, Fidelity National Technology Imaging, L.L.C. granted to Agent a security interest in trademarks effective as of December 31, 2014 and recorded on January 7, 2015 at Reel No. 5435 and Frame No. 0834 in the U.S.P.T.O. (the "Fourth Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement, Maval Industries, L.L.C. and Remy International Holdings, Inc. granted to Agent a security interest in trademarks effective as of April 2, 2015 and recorded on June 4, 2015 at Reel No. 5545 and Frame No. 0451 in the U.S.P.T.O. (the "Fifth Trademark Security Agreement" and collectively with the First, Second, Third and Fourth Trademark Security Agreements the "Trademark Security Agreements");

WHEREAS, pursuant to the terms and conditions of the Security Agreement, the Grantors pledged and granted to the Agent for the ratable benefit of the Lender Group and the Bank Product Providers a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantors in and to, among other things, the Trademarks and the Trademark Intellectual Property Licenses listed on **Schedule A** attached hereto (collectively, the "Trademark Collateral");

WHEREAS, the Agent, on behalf of itself and the Lender Group and the Bank Product Providers, 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 Agent, on behalf of itself and the Lender Group and the Bank Product Providers, 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 Agent hereby terminates, releases and forever discharges, without recourse or warranty, all of its right, title, claim and interest in and to all of Grantors Trademarks and Trademark Intellectual Property Licenses to which the Grantors are a party, including those listed on **Schedule A**, all goodwill of the business connected with the use of, and symbolized by each Trademark and each Trademark Intellectual Property License and 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 Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) the right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. Further Assurances. The 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 Agent hereby authorizes and requests the Commissioner of Patents and 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 Agent has caused this Release to be duly executed and delivered as of the date first above written.

WELLS FARGO CAPITAL
FINANCE, L.L.C., as Agent

By: 

Name: DAN LAVEN

Title: V.P.


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


TRADEMARK
REEL: 005667 FRAME: 0495

SCHEDULE A

Trademark Collateral Listed in First Trademark Security Agreement.

Registrations

Owner	Trademark	Registration No.	Registration Date
Remy International, Inc.	REMY (stylized)	3,421,635	06-May-2008
Remy International, Inc.	REMY (non-stylized)	3,421,636	06-May-2008
Remy International, Inc.	28SI	3,599,106	31-Mar-2009
Remy International, Inc.	55SI	3,666,743	11-Aug-2009
Remy International, Inc.		2,695,461	11-Mar-2003
Unit Parts Company (now known as Remy Power Products, L.L.C.)	UNIT PARTS ®	3,786,577	11-May-2010
Unit Parts Company (now known as Remy Power Products, L.L.C.)	MASTER QUALITY ®	3,475,313	29-Jul-2008
Unit Parts Company (now known as Remy Power Products, L.L.C.)	SPC GOVERNMENT CERTIFIED QUALITY ASSURED STATISTICAL PROCESS CONTROL	1,762,708	06-Apr-1993
Unit Parts Company (now known as Remy Power Products, L.L.C.)	SPC GOVERNMENT CERTIFIED QUALITY ASSURED STATISTICAL PROCESS CONTROL	1,762,445	06-Apr-1993
Remy International, Inc.	A POWERFUL LEGACY/ ENGINEERING THE FUTURE®	3,716,815	24-Nov-2009
Remy Inc.	ROAD GANG®	1,953,001	30-Jan-1996
Remy Inc.	ROAD GANG®	2,494,892	2-Oct-2001

Owner	Trademark	Registration No.	Registration Date
Remy Inc.	INTELLI-CHECK ®	2,449,849	8-May-2001
Remy Inc.	DEVICE ONLY (Oval / black & red)®	3,022,370	6-Dec-2005
Remy Inc.	TRADE DRESS (Configuration of the top of a battery [black & red]) ®	2,907,539	7-Dec-2004
Remy Inc.	11SI ®	2,946,568	3-May-2005
Remy Inc.	24SI®	2,946,567	3-May-2005
Remy Inc.	35SI®	2,998,703	20-Sep-2005
Remy Inc.	35SI HP®	2,998,704	20-Sep-2005
Remy Inc.		2,998,705	20-Sep-2005
Remy Inc.	MxT™	3,019,121	29-Nov-2005
Remy Inc.	22SI HP®	3,157,934	17-Oct-2006
Remy Inc.	QUADRAMOUNT	2,236,094	30-Mar-1999
Reman Holdings, L.L.C. (f/k/a Remy Holdings, Inc.)	NEW GOLD®	2,637,229	15-Oct-2002
World Wide Automotive, L.L.C.	PRIDEMARK®	2,618,176	10-Sep-2002
World Wide Automotive, L.L.C.	WORLDWIDE AUTOMOTIVE®	2,609,799	20-Aug-2002
World Wide Automotive, L.L.C.	SILVER EDITION ®	2,843,607	18-May-2004
World Wide Automotive, L.L.C.	PEAK PERFORMER ®	3,158,246	17-Oct-2006
World Wide Automotive, L.L.C.	ELECTRA®	3,060,771	21-Feb-2006

Applications

Owner	Trademark	Serial No.	Filing Date
Remy International, Inc.	REMY POWER PRODUCTS (non-stylized)	77/698546	25-Mar-2009
Remy International, Inc.	REMY POWER PRODUCTS (stylized)	77/698914	25-Mar-2009

Licenses

TRADEMARK LICENSE AGREEMENT between Remy Inc. (f/k/a DRA, Inc.), Remy International, Inc. (f/k/a DR International, Inc.) and General Motors L.L.C. (f/k/a General Motors Corporation) dated July 31, 1994

Trademark Collateral Listed in Second Trademark Security Agreement

Registrations

Owner	Trademark	Registration/ Serial No.	Registration/ Filing Date
Remy International, Inc.	40SI	4,213,823	25-Sep-2012
Remy International, Inc.	44MT	4,171,084	1 0-JUL-2012
Remy International, Inc.	50DN	4,213,837	25-SEP-2012
Remy International, Inc.	7SI	85/536,174	07-Feb-2012
Remy International, Inc.	21SI	85/536,207	07-Feb-2012
Remy International, Inc.	37MT	85/549,339	22-Feb-2012
Remy International, Inc.	50MT	85/549,391	22-Feb-2012
Remy International, Inc.	8SI	85/431,915	26-Sep-2011
Remy International, Inc.	9SI	85/431,949	26-Sep-2011
Remy International, Inc.	16SI	85/438,967	4-Oct-2011
Remy International, Inc.	129SI	85/439,000	4-Oct-2011
Remy International, Inc.	38SI	85/439,768	5-Oct-2011
Remy International, Inc.	138SI	85/439,931	5-Oct-2011
Remy International, Inc.	REMY THE POWER OF ONE	85/530,120	31-Jan-2012
Remy International, Inc.	5SI	85/467,212	8-Nov-2011
Remy International, Inc.	1OSI	85/467,264 4,182,381	8-Nov-2011
Remy International, Inc.	28MT	85/467,310 4,274,254	8-Nov-2011
Remy International, Inc.	29MT	85/467,338 4,278,186	8-Nov-2011
Remy International, Inc.	38MT	85/467,368	8-Nov-2011
Remy International, Inc.	41MT	85/549,368	22-Feb-2012
Remy International, Inc.	20SI	85/467,429	8-Nov-2011
Remy International, Inc.	REMY WE START THE WORLD... AND KEEP IT RUNNING	85/522,933	23-Jan-2012
Remy International, Inc.	DR29S	85/539,595	10-Feb-2012
Remy International, Inc.	19SI	85/549,093	22-Feb-2012
Remy International, Inc.	22SI	85/549,107	22-Feb-2012
Remy International, Inc.	23SI	85/549,112	22-Feb-2012
Remy International, Inc.	26SI	85/549,129	22-Feb-2012
Remy International, Inc.	30SI	85/549,145	22-Feb-2012
Remy International, Inc.	33SI	85/549,285	22-Feb-2012

Owner	Trademark	Registration/ Serial No.	Registration/ Filing Date
Remy International, Inc.	34SI	85/549,300	22-Feb-2012
Remy International, Inc.	39MT	85/549,356	22-Feb-2012
Remy International, Inc.	DR23P	85/549,772	22-Feb-2012
Remy International, Inc.	DR22S	85/549,786	22-Feb-2012
Remy International, Inc.	DR42S	85/549,806	22-Feb-2012
Remy International, Inc.	42MT	85/551,991	24-Feb-2012
Remy International, Inc.	WE START THE WORLD & KEEP IT RUNNING	85/800,942	12-Dec-2012

Trademark Collateral Listed in Third Trademark Security Agreement

Registrations

Owner	Mark	Registration No.	Registration Date
Remy USA Industries, L.L.C.	“USA Industries Remanufacturing Automotive Excellence”	3666202	August 11, 2009

Trade Names

Common law trade name: “Empire Axles”

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.

Trademark Collateral Listed in Fourth Trademark Security Agreement

Registration:

Owner	Mark	Registration No.	Registration Date
Fidelity National Technology Imaging, L.L.C.	FNTI	3,361,605	Jan 1, 2008

Trade Names

None.

Common Law Trademarks

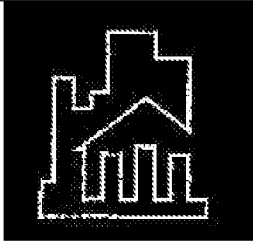
None.

Trademarks Not Currently In Use

None.

Trademark Licenses

TRADEMARK ASSIGNMENT AND TRANSITIONAL LICENSE AGREEMENT between Fidelity Intellectual Property Holdings, Inc. and Fidelity National Technology Imaging, L.L.C. dated December 31, 2014 with respect to the following marks:

<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Mark</u>	<u>Owner</u>
77144125	3421619	May 6, 2008	Fidelity National Technology Imaging	FNF Intellectual Property Holdings, Inc.
N/A	N/A	N/A		FNF Intellectual Property Holdings, Inc.

Trademark Collateral Listed in Fifth Trademark Security Agreement

Registrations:

Owner	Trademark	Registration No.	Registration Date
Maval Industries, L.L.C.	MAKING THE LEGENDS OF TOMORROW, TODAY	4529842	May 13, 2014
Maval Industries, L.L.C.	Design of a Shield with slash marks that intersect within the shield	4418902	October 15, 2013
Maval Industries, L.L.C.	WICKED BILT	4214452	September 25, 2012
Maval Industries, L.L.C.	RACKZILLA	3675433	September 1, 2009
Maval Industries, L.L.C.	ELECTRA-STEER	4615496	October 7, 2014
Maval Industries, L.L.C.	CROSS STEER	3069816	March 21, 2006
Maval Industries, L.L.C.	UNISTEER	2737040	July 15, 2003

Applications:

Applicant	Trademark	Serial No.	Filing Date
Remy International Holdings, Inc. ¹	MAVAL	86582430	March 31, 2015
Remy International Holdings, Inc. ²	MAVAL & Design	86582611	March 31, 2015

Trade Names

None.

Common Law Trademarks

Common law trademark: "Maval".

Trademarks Not Currently In Use

None.

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.

Trademark Licenses

None.