

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM367334

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cequent Performance Products, Inc.		12/22/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	2600 West Big Beaver Road		
Internal Address:	Business Capital		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48084		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86712821	XLT	
Serial Number:	86712830	TRUTURN 360	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	evoorheis@mcguirewoods.com		
Correspondent Name:	Emily S. Voorheis		
Address Line 1:	800 East Canal Street		
Address Line 2:	Gateway Plaza		
Address Line 4:	Richmond, VIRGINIA 23219		
ATTORNEY DOCKET NUMBER:	2068279-5008		
NAME OF SUBMITTER:	Emily S. Voorheis		
SIGNATURE:	/Emily S. Voorheis/		
DATE SIGNED:	12/29/2015		
Total Attachments: 5			
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of December 22, 2015, is made by CEQUENT PERFORMANCE PRODUCTS, INC., a Delaware corporation (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of BANK OF AMERICA, N.A., a national banking association, as agent (in such capacity, the "Agent") for the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantors, Horizon Global Corporation ("Parent Borrower" and together with the Grantors and any other Subsidiaries of the Parent Borrower party thereto from time to time as Borrowers, collectively, "Borrowers"), the other Subsidiaries of the Parent Borrower from time to time party thereto, the financial institutions from time to time party thereto as Lenders, and the Agent have entered into that certain Amended and Restated Loan Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), which, among other things, amends and restates that certain Loan Agreement, dated as of June 30, 2015, by and among the Parent Borrower, certain of the Subsidiaries of the Parent Borrower, the Agent and the other financial institutions party thereto;

WHEREAS, pursuant to the Loan Agreement, the Lenders have severally agreed to make extensions of credit and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrowers are members of an affiliated group of companies that includes each other Grantor;

WHEREAS, in connection with the Loan Agreement, the Grantors and certain other subsidiaries of the Parent Borrower have executed and delivered an ABL Guarantee and Collateral Agreement, dated as of June 30, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Agent for the ratable benefit of the Secured Parties;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors and the other Subsidiaries of the Parent Borrower party thereto pledged and granted to the Agent for the ratable benefit of the Secured Parties a security interest in all of their right, title and interest in Intellectual Property, including without limitation the Trademarks; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Agent and the Lenders to enter into the Loan Agreement and to induce the Secured Parties to make or to continue to make their respective extensions of credit and other financial accommodations to the Borrowers thereunder, each Grantor hereby agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 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 Loan Agreement and/or the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants to the Agent, on behalf of and for the benefit of the Secured Parties, to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, a security interest in all of its right, title and interest in, to and under such Grantor's Trademarks (including, without limitation, those items listed on Schedule A hereto), whether now owned by, or hereafter acquired by such Grantor (including under any trade name or derivations thereof).

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent, on behalf of and for the benefit of the Secured Parties, in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement, that certain Grant of Security Interest in Trademark Rights, dated as of June 30, 2015, made by certain of the Grantors and the other grantors party thereto in favor of the Agent, and any and all other security agreements providing for the grant of a security interest in any of the Intellectual Property of any of the Grantors to the Agent, in each case as amended, amended and restated, supplemented, or otherwise modified from time to time, and all rights and remedies of the Secured Parties under all of the foregoing, shall remain in full force and effect in accordance with their terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the other Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Loan Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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IN WITNESS WHEREOF, the parties hereto 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.

CEQUENT PERFORMANCE PRODUCTS,
INC.,
a Delaware corporation

By: 

Name: David G. Rice

Title: Vice President

BANK OF AMERICA, N.A.,
a national banking association, as Agent

By: Steve B L S
Name: Steve B L S
Title: SW

Schedule A

TRADEMARKS

U.S. Trademark Applications

<u>Grantor</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
Cequent Performance Products, Inc.	XLT	8/3/2015	86/712,821
Cequent Performance Products, Inc.	TRUTURN 360	8/3/2015	86/712,830