

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM391590

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CONFIRMATORY GRANT OF SECURITY INTERESTS IN UNITED STATES TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Federal-Mogul Filtration LLC		07/14/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Trustee		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2577553	INTERFIL	
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:	F164323		
NAME OF SUBMITTER:	Rick Harrison		
SIGNATURE:	/Rick Harrison/		
DATE SIGNED:	07/15/2016		
Total Attachments: 6			
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**CONFIRMATORY GRANT OF SECURITY INTERESTS
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTERESTS IN UNITED STATES TRADEMARKS (the “**Confirmatory Grant**”) is made effective as of July 14, 2016 by and from Federal-Mogul Filtration LLC, a Delaware limited liability company (the “**Grantor**”), to and in favor of Citibank, N.A. (the “**Collateral Trustee**”), not individually but solely as Collateral Trustee (as defined in the Collateral Agreement referenced below).

WHEREAS, Federal-Mogul Corporation, a Delaware corporation (the “**Original Borrower**”), entered into a Term Loan and Revolving Credit Agreement dated as of December 27, 2007 (as amended, supplemented, restated or modified prior to April 15, 2014, the “**Original Credit Agreement**”) by and among the Original Borrower, the financial institutions party thereto and Citicorp USA, Inc., as administrative agent; and

WHEREAS, as of April 15, 2014, the Federal-Mogul Holdings Corporation (the “**Borrower**”), the lenders party thereto, Citibank, N.A., as administrative agent with respect to the revolving credit facility under the Credit Agreement (as defined below) (in such capacity, the “**Revolving Administrative Agent**”), Citibank, N.A., as administrative agent with respect to the tranche B term loan facility under the Credit Agreement (in such capacity, the “**Tranche B Term Administrative Agent**”), Credit Suisse AG, as administrative agent with respect to the tranche C term loan facility under the Credit Agreement (in such capacity, the “**Tranche C Term Administrative Agent**” and, together with the Revolving Administrative Agent and the Tranche B Term Administrative Agent, the “**Administrative Agents**”) and each of the other parties thereto entered into that certain Amendment Agreement (the “**Amendment**”) pursuant to which the Original Credit Agreement was amended upon the terms and conditions set forth therein (the Original Credit Agreement as so amended by the Amendment, and as further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”); and

WHEREAS, in accordance with the Amendment, the Borrower assumed all of the rights and obligations of the Original Borrower, in its capacity as the Original Borrower, under the Credit Agreement and each other Loan Document (as defined in the Credit Agreement); and

WHEREAS, pursuant to the Credit Agreement, the lenders and other financial institutions party thereto agreed to make loans and extend other financial accommodations to the Borrower; and

WHEREAS, the Grantor has entered into an Assumption Agreement, dated as of July 14, 2016, whereby the Grantor has become a party to the Amended and Restated Collateral Agreement dated as of April 15, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”) in favor of the Collateral Trustee, pursuant to which the Grantor has become a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, has expressly assumed all obligations and liabilities of a Grantor thereunder; and

WHEREAS, the relative priorities of the security interests described above are governed by the terms of (i) the Collateral Agreement, (ii) that certain ABL Intercreditor Agreement dated as of April 15, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”) by and among the Administrative Agents, the Collateral Trustee, the Borrower, certain subsidiaries of the Borrower (including the Grantor) and the other parties thereto and (iii) that certain Amended and Restated Collateral Trust Agreement dated as of April 15, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Collateral**

Trust Agreement”) by and among the Borrower, certain subsidiaries of the Borrower (including the Grantor) and the Collateral Trustee; and

WHEREAS, the Grantor owns the trademarks (the “**Trademarks**”) listed on Exhibit A attached hereto, which Trademarks are pending or issued with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Collateral Agreement.

2) The Security Interests.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) the Borrowing Base Priority Obligations and (ii) the PP&E Credit Agreement Secured Obligations, each of which constitute a separate and distinct class of secured obligations (collectively, the “**Secured Obligations**”). Upon the payment in full of all of the Secured Obligations (other than contingent indemnification obligations), the Collateral Trustee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Collateral Trustee, for the benefit of the ABL Secured Parties, as security for the Grantor’s Borrowing Base Priority Obligations, a first priority security interest in (i) all of the Grantor’s right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (ii) all proceeds and products of the Trademarks, (iii) the goodwill associated with such Trademarks and (iv) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same; provided that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

(c) The Grantor hereby grants to the Collateral Trustee, for the benefit of the PP&E Credit Agreement Secured Parties, as security for the Grantor’s PP&E Credit Agreement Secured Obligations, a first priority security interest in (i) all of the Grantor’s right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (ii) all proceeds and products of the Trademarks, (iii) the goodwill associated with such Trademarks and (iv) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same; provided that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

(d) The foregoing security interests are granted in conjunction with the security interests granted by the Grantor to the Collateral Trustee pursuant to the Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the security interests granted herein are without prejudice to and are in addition to those set forth in the Collateral Agreement, the Intercreditor Agreement and the Collateral Trust Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Collateral Agreement, the Intercreditor Agreement or the Collateral Trust Agreement, the provisions of such other documents shall govern.

3) Governing Law. This Confirmatory Grant and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Confirmatory Grant shall be governed by, and construed and interpreted in accordance with, the law of the state of New York.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interests effective as of the date first written above.

FEDERAL-MOGUL FILTRATION LLC

By: Michelle Epstein
Name: Michelle Epstein Bigman
Title: Vice President & Secretary

[Signature Page to Confirmatory Grant of Trademarks]

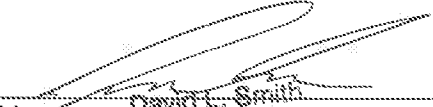
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Acknowledged:

CITIBANK, N.A.
as Collateral Trustee

By:

Name:


David L. Smith

Title:

Vice President and Director

[Signature Page to Confirmatory Grant of Trademarks]

CONFIRMATORY GRANT OF SECURITY INTERESTS
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

<u>Trademark Name</u>	<u>App. No. & File Date</u>	<u>Reg. No. & Reg. Date</u>	<u>Owner</u>
INTERFIL	76109058 August 14, 2000	2577553 June 11, 2002	Federal-Mogul Filtration LLC

Exhibit A

#88651497v3

RECORDED: 07/15/2016

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