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| <b>TRADEMARK ASSIGNMENT COVER SHEET</b> |
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM407806

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name                            | Formerly | Execution Date | Entity Type                         |
|---------------------------------|----------|----------------|-------------------------------------|
| Remy Holdings International LLC |          | 10/31/2016     | Limited Liability Company: DELAWARE |
| World Wide Automotive, L.L.C.   |          | 10/31/2016     | Limited Liability Company: VIRGINIA |
| Remy Power Products, LLC        |          | 10/31/2016     | Limited Liability Company: DELAWARE |
| Maval Industries, L.L.C.        |          | 10/31/2016     | Limited Liability Company: DELAWARE |

**RECEIVING PARTY DATA**

|                        |   |
|------------------------|---|
| <b>Name:</b>           | PNC Bank, National Association, as Agent    |
| <b>Street Address:</b> | 500 First Avenue, 4th Floor                 |
| <b>City:</b>           | Pittsburgh                                  |
| <b>State/Country:</b>  | PENNSYLVANIA                                |
| <b>Postal Code:</b>    | 15219                                       |
| <b>Entity Type:</b>    | National Banking Association: UNITED STATES |

**PROPERTY NUMBERS Total: 15**

| Property Type               | Number  | Word Mark                             |
|-----------------------------|---------|---------------------------------------|
| <b>Registration Number:</b> | 4529842 | MAKING THE LEGENDS OF TOMORROW, TODAY |
| <b>Registration Number:</b> | 4418902 |                                       |
| <b>Registration Number:</b> | 4214452 | WICKED BILT                           |
| <b>Registration Number:</b> | 3675433 | RACKZILLA                             |
| <b>Registration Number:</b> | 4615496 | ELECTRA-STEER                         |
| <b>Registration Number:</b> | 3069816 | CROSS STEER                           |
| <b>Registration Number:</b> | 2737040 | UNISTEER                              |
| <b>Registration Number:</b> | 4576758 | WORLD WIDE AUTOMOTIVE                 |
| <b>Registration Number:</b> | 3158246 | PEAKPERFORMER                         |
| <b>Registration Number:</b> | 2618176 | PRIDEMARK                             |
| <b>Registration Number:</b> | 2609799 | WORLD WIDE AUTOMOTIVE                 |
| <b>Registration Number:</b> | 3786577 | UNIT PARTS                            |
| <b>Registration Number:</b> | 2637229 | NEW GOLD                              |
| <b>Registration Number:</b> | 5023438 | MAVAL                                 |

**TRADEMARK**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 5023439 | MAVAL     |

**CORRESPONDENCE DATA**

**Fax Number:** 3128637806

*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.*

**Phone:** 312-863-7198

**Email:** nancy.brougher@goldbergkohn.com

**Correspondent Name:** Nancy Brougher, Paralegal

**Address Line 1:** Goldberg Kohn Ltd.

**Address Line 2:** 55 East Monroe Street, Suite 3300

**Address Line 4:** Chicago, ILLINOIS 60603

|                                |                |
|--------------------------------|----------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 4033.129       |
| <b>NAME OF SUBMITTER:</b>      | Nancy Brougher |
| <b>SIGNATURE:</b>              | /njb/          |
| <b>DATE SIGNED:</b>            | 12/06/2016     |

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of October 31, 2016, by REMY HOLDINGS INTERNATIONAL LLC, a limited liability company formed under the laws of the State Delaware ("Borrowing Agent"), WORLD WIDE AUTOMOTIVE, L.L.C., a limited liability company formed under the laws of the Commonwealth of Virginia ("Company"), REMY POWER PRODUCTS, LLC, Delaware limited liability company ("Remy Power Products"), and MAVAL INDUSTRIES, L.L.C., a Delaware limited liability company ("Maval"; Borrowing Agent, Company, Remy Power Products and each Person joined hereto as a Grantor from time to time, collectively, the "Grantors", and each a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, as agent (in such capacity, "Agent") for the Lenders (as defined below):

### WITNESSETH

WHEREAS, Grantors, certain affiliates of Grantors from time to time party thereto, Agent and the other lenders from time to time party thereto ("Lenders") have entered into a certain Revolving Credit, Term Loan and Security Agreement dated as of October 31, 2016 (as the same may be amended or otherwise modified from time to time, the "Loan Agreement"), providing for extensions of credit to be made to the Borrowers thereunder by Agent and Lenders; and

WHEREAS, pursuant to the terms of the Loan Agreement, each Grantor has granted to Agent, for itself and the ratable benefit of Lenders, a security interest in substantially all of the assets of such Grantor;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, each Grantor hereby grants to Agent, for itself and the ratable benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

a) each trademark, trademark application and/or trademark registration listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademark, trademark application and/or trademark registration; and

b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark, trademark application and/or trademark registration, or (ii) injury to the goodwill associated with any trademark, trademark application and/or trademark registration.

3. Loan Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. Section 16.1 of the Loan Agreement is hereby incorporated by reference as if set forth herein, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

REMY HOLDINGS INTERNATIONAL LLC,  
as a Grantor

By: Phillip J. Cutting  
Name: Phillip J. Cutting  
Title: Vice President

WORLD WIDE AUTOMOTIVE, L.L.C.,  
as a Grantor

By: Phillip J. Cutting  
Name: Phillip J. Cutting  
Title: Vice President

REMY POWER PRODUCTS, LLC,  
as a Grantor

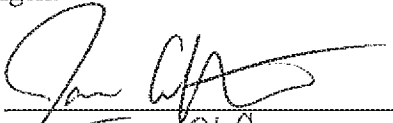
By: Phillip J. Cutting  
Name: Phillip J. Cutting  
Title: Vice President

MAVAL INDUSTRIES, L.L.C.,  
as a Grantor

By: Phillip J. Cutting  
Name: Phillip J. Cutting  
Title: Vice President

Agreed and Accepted

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: James Clifton  
Its: Senior Vice President

**SCHEDULE 1**

**TRADEMARKS**

| <b>MARK</b>                           | <b>SERIAL NUMBER</b> | <b>REGIS. NUMBER</b> | <b>REGIS. DATE</b> | <b>OWNER INFORMATION</b>      |
|---------------------------------------|----------------------|----------------------|--------------------|-------------------------------|
| MAKING THE LEGENDS OF TOMORROW, TODAY | 85122623             | 4529842              | 05/13/14           | Maval Industries, L.L.C.      |
| None (Design only)                    | 85122491             | 4418902              | 10/15/13           | Maval Industries, L.L.C.      |
| WICKED BILT                           | 85065274             | 4214452              | 09/25/12           | Maval Industries, L.L.C.      |
| RACKZILLA                             | 77548325             | 3675433              | 09/01/09           | Maval Industries, L.L.C.      |
| ELECTRA-STEER                         | 77443760             | 4615496              | 10/07/14           | Maval Industries, L.L.C.      |
| CROSS STEER                           | 76608337             | 3069816              | 03/21/16           | Maval Industries, L.L.C.      |
| UNISTEER                              | 75666218             | 2737040              | 07/15/03           | Maval Industries, L.L.C.      |
| WORLD WIDE AUTOMOTIVE                 | 85853234             | 4576758              | 07/29/14           | World Wide Automotive, L.L.C. |
| PEAKPERFORMER                         | 78756823             | 3158246              | 10/17/06           | World Wide Automotive, L.L.C. |
| PRIDEMARK                             | 76348674             | 2618176              | 09/10/02           | World Wide Automotive, L.L.C. |
| WORLD WIDE AUTOMOTIVE                 | 76344800             | 2609799              | 08/20/02           | World Wide Automotive, L.L.C. |
| UNIT PARTS                            | 77300601             | 3786577              | 05/11/10           | Remy Power Products, LLC      |
| NEW GOLD                              | 76298051             | 2637229              | 10/15/02           | Remy Power Products, LLC      |
| MAVAL                                 | 86582430             | 5023438              | 08/16/16           | Remy Power Products, LLC      |
| MAVAL                                 | 86582611             | 5023439              | 08/16/16           | Remy Power Products, LLC      |

**TRADEMARK**