

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409048

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
General Electric Company (as successor in interest by merger to General Electric Capital Corporation), as Administrative Agent		12/14/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PENN DETROIT DIESEL ALLISON, LLC		
<b>Street Address:</b>	8330 State Road		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19136		
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3112642	NORTHEAST ENERGY SYSTEMS	
<b>Registration Number:</b>	3067425	PENN POWER SYSTEMS	
<b>Serial Number:</b>	77744045	WESTERN ENERGY SYSTEMS	
<b>Serial Number:</b>	77744047	WESTERN ENERGY SYSTEMS	
<b>Serial Number:</b>	77744050	WESTERN ENERGY SYSTEMS	
<b>Serial Number:</b>	77422382	PENN POWER GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>			
<b>Phone:</b>	3129932647		
<b>Email:</b>	zeynep.gieseke@lw.com		
<b>Correspondent Name:</b>	Zeynep Gieseke		
<b>Address Line 1:</b>	330 N. Wabash Avenue, Suite 2800		
<b>Address Line 2:</b>	Latham & Watkins LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	057121-0060		

CH \$165.00 3112642

<b>NAME OF SUBMITTER:</b>	Zeynep Gieseke
<b>SIGNATURE:</b>	/zg/
<b>DATE SIGNED:</b>	12/15/2016
<b>Total Attachments: 4</b> source=Penn Detroit - Trademark Release (EXECUTED)#page1.tif source=Penn Detroit - Trademark Release (EXECUTED)#page2.tif source=Penn Detroit - Trademark Release (EXECUTED)#page3.tif source=Penn Detroit - Trademark Release (EXECUTED)#page4.tif	

## RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Release"), dated as of December 14, 2016, is made by GENERAL ELECTRIC COMPANY (as successor in interest by merger to General Electric Capital Corporation, as Administrative Agent) (in such capacity, "Agent"), in favor of PENN DETROIT DIESEL ALLISON, LLC, a Pennsylvania limited liability company ("Grantor"), as follows:

### WITNESSETH:

WHEREAS, reference is made to the Third Amended and Restated Credit Agreement dated as of October 31, 2014 (as amended, restated, supplemented or otherwise modified to date, the "Credit Agreement"), by and among the Grantor, as borrower, the other credit parties party thereto, the financial institutions or other entities from time to time parties hereto (the "Lenders") and Agent;

WHEREAS, pursuant to the Guaranty and Security Agreement dated as of June 18, 2009 (the "Security Agreement"), a lien on and security interest in (the "Security Interest") certain collateral, including the Trademark Collateral (as hereinafter defined), was granted by Grantor to the Agent, and for the purpose of recording such Security Interest with respect to the Trademark Collateral with the United States Patent and Trademark Office, the Grantor entered into that certain Intellectual Property Security Agreement, dated as of June 18, 2009 (the "Trademark Security Agreement"), in favor of the Agent;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 18, 2009, at Reel 004007, Frame 0821; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral listed on Schedule 1 hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby agrees as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest in, to and under the Trademarks listed on Schedule 1 hereto. Capitalized terms not defined herein have the meanings set forth in the Trademark Security Agreement.

2. Release of Security Interest. Agent, without recourse, representation or warranty and at the Grantor's sole cost and expense, hereby terminates, cancels and releases, in its entirety, for the benefit of Grantor, and its successors and assigns to the Trademark Collateral, the security interest in the Trademark Collateral and any and right, title and interest of the Agent in the Trademark Collateral shall hereby terminate, cease and become void.

3. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks record this Release.

4. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a mutually signed counterpart of this Release.


5. Further Assurances. From time to time after the date hereof, upon Grantor's reasonable request, Agent agrees to provide Grantor with any information and additional authorization and documentation necessary to effect the release of Agent's security interest in the Trademark Collateral (without recourse, representation or warranty and at Grantor's sole cost and expense).

6. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ILLINOIS.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release of Intellectual Property Security Agreement by its duly authorized officer as of the date first written above.

**GENERAL ELECTRIC COMPANY** (as  
successor in interest by merger to General Electric  
Capital Corporation), as Administrative Agent

By:   
Name: David Kopelov  
Title: Duly Authorized Signatory

[Signature Page to Release of Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 005949 FRAME: 0166**

Schedule 1

**TRADEMARKS**

REGISTERED TRADEMARKS

No.	Trademark	Registration No.	Registration Date
1.	Northeast Energy Systems	3112642	July 4, 2006
2.	Penn Power Systems	3067425	March 14, 2006
3.	Western Energy Systems (and Design)	77/744,045	May 26, 2009
4.	Western Energy Systems (and Design)	77/744,047	May 26, 2009
5.	Western Energy Systems (and Design)	77/744,050	May 26, 2009

TRADEMARK APPLICATIONS

No.	Trademark	Application No.	Application Date
1.	Penn Power Group	77-422382	March 14, 2008