

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM422859

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks recorded at R/F 5384/0272		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Goldman Sachs Bank USA, as Agent		04/06/2017	Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cloyes Gear and Products, Inc.		
<b>Street Address:</b>	6101 Phoenix Avenue #2		
<b>City:</b>	Fort Smith		
<b>State/Country:</b>	ARKANSAS		
<b>Postal Code:</b>	72903		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1370932	CLOYES	
<b>Registration Number:</b>	1380128	CLOYES	
<b>Registration Number:</b>	2068437	D	
<b>Registration Number:</b>	3587888	DYNAGEAR	
<b>Registration Number:</b>	1755179	HEX-A-JUST	
<b>Registration Number:</b>	1198608	PLUS	
<b>Registration Number:</b>	3566995	QUICK ADJUST	
<b>Registration Number:</b>	1995236	STIFFBACK	
<b>Registration Number:</b>	2191699	THE FULL LINE MANUFACTURER	
<b>Registration Number:</b>	1198609	TRUE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 2:</b>	Suite 1000		

CH \$265.00 1370932

**Address Line 4:** New York, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 049646-0239

**NAME OF SUBMITTER:** Angela M. Amaru

**SIGNATURE:** /S/ Angela M. Amaru

**DATE SIGNED:** 04/06/2017

**Total Attachments: 6**

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of April 6, 2017 and granted by **GOLDMAN SACHS BANK USA** in its capacity as administrative agent and collateral agent for the Secured Parties (together with successors and assigns in such capacity, the “Agent”) in favor of **CLOYES GEAR AND PRODUCTS, INC.**, an Ohio corporation, (“**Cloyes**”), **KYKLOS BEARING INTERNATIONAL, LLC**, a Delaware limited liability company (“**Kyklos**”) and **METALDYNE, LLC**, a Delaware limited liability company, (“**Metaldyne**” and together with Cloyes and Kyklos, each a “Grantor” and collectively the “Grantors”). Capitalized terms used herein have the meanings attributed thereto in the Credit Agreement unless otherwise defined herein.

**WHEREAS**, pursuant to that certain credit agreement among MPG Holdco I (the “Borrower”), Metaldyne Performance Group Inc., certain Subsidiaries party thereto from time to time, the Lenders party thereto and the Agent dated as October 20, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) pursuant to which the Grantors executed and delivered to the Agent that certain trademark security agreement, dated as of October 20, 2014 between the Grantors and the Agent, (the “Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office (the “USPTO”) on October 20, 2014 at Reel 5384 Frame 0272 for Cloyes, at Reel 5384 Frame 0284 for Kyklos and at Reel 5384 Frame 0311 for Metaldyne, the Grantors pledged to the Agent a continuing security interest in all of their right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement); and

**WHEREAS**, the Borrower has repaid the Credit Agreement, as described in the Payoff Letter dated April 6, 2017, executed by the Agent and acknowledged by the Borrower (the “Payoff Letter”), and has satisfied all Obligations thereunder, and the Agent has agreed to release its security interest in and lien on the Trademark Collateral.

**NOW, THEREFORE**, in acknowledgement that the Credit Agreement has been repaid in its entirety and the Grantors have satisfied all Obligations thereunder, the Agent hereby terminates the Trademark Security Agreement and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has in and to the Trademark Collateral, including, without limitation, the Trademark Collateral set forth on Schedule I hereto, together with the goodwill associated therewith, in each case without warranty or recourse.

If and to the extent the Agent has acquired any right, title or interest in, to or under any of the Trademark Collateral, the Agent hereby assigns, transfers, conveys and delivers such right, title or interest to the Grantors.

The Agent shall take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors to more fully and effectively effectuate the purposes of this Release.

Each Grantor authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Release.

This Release shall be construed in accordance with and governed by the law of the State of New York.

*(Signature page follows)*

IN WITNESS WHEREOF, the Agent has caused this Release of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

GOLDMAN SACHS BANK USA, as Agent

By:  \_\_\_\_\_


Name:

Title:

Gabriel Jacobson  
Authorized Signatory


**SCHEDULE I**  
**TO**  
**RELEASE OF SECURITY INTEREST IN TRADEMARKS**  
**TRADEMARKS**

**Security Interest recorded at reel/frame 5384/0272:**

<b>Grantor</b>	<b>Title</b>	<b>Filing Date/Issued Date</b>	<b>Status (Application/Registered)</b>	<b>Application/Registration No.</b>
Cloyes Gear and Products, Inc.	CLOYES	May 3, 1985 / November 19, 1985	Registered	73/535649 / 1370932
Cloyes Gear and Products, Inc.		July 1, 1985 / January 28, 1986	Registered	73/545801 / 1380128
Cloyes Gear and Products, Inc.	D-DESIGN 	July 24, 1995 / June 10, 1997	Registered	74/705124 / 2068437
Cloyes Gear and Products, Inc.	DYNAGEAR	May 8, 2007 / March 10, 2009	Registered	77/175715 / 3587888
Cloyes Gear and Products, Inc.	HEX-A-JUST	May 22, 1992 / March 2, 1993	Registered	74/278857 / 1755179
Cloyes Gear and Products, Inc.	PLUS	August 22, 1980 / June 22, 1982	Registered	73/275221 / 1198608
Cloyes Gear and Products, Inc.	QUICK ADJUST	May 29, 2008 / January 27, 2009	Registered	77/486252 / 3566995
Cloyes Gear and Products, Inc.	STIFFBACK	July 24, 1995 / August 20, 1996	Registered	74/705125 / 1995236
Cloyes Gear and Products, Inc.	THE FULL LINE MANUFACTURER	July 24, 1995 / September 29, 1998	Registered	74/705128 / 2191699

Cloyes Gear and Products, Inc.	TRUE	August 22, 1980 / June 22, 1980	Registered	73/275222 / 1198609
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**Security Interest recorded at reel/frame 5384/0284**

Grantor	Title	Filing Date/Issued Date	Status (Application/Registered)	Application/Registration No.
Kyklos Bearing International, LLC	NDH	May 16, 1967 / July 9, 1968	Registered	72/271614 / 852267
Kyklos Bearing International, LLC	KBI AND DESIGN 	April 2, 2008 / June 23, 2009	Registered	77/437885 / 3644615
Kyklos Bearing International, LLC	KBI	April 2, 2008 / June 23, 2009	Registered	77/437896 / 3644616

**Security Interest recorded at reel/frame 5384/0311**

Grantor	Title	Filing Date/Issued Date	Status (Application/Registered)	Application/Registration No.
Metaldyne, LLC	HS 150	January 8, 2004 / January 31, 2006	Registered	78/349156/ 3056356
Metaldyne, LLC	METALDYNE	December 21, 2000 / December 6, 2005	Registered	76/184235 / 3023982
Metaldyne, LLC	METALDYNE	December 21, 2000 / December 6, 2005	Registered	76/184236/ 3023983
Metaldyne, LLC	METALDYNE	December 12, 2000 / December 6, 2005	Registered	76/184237/ 3023984

**TRADEMARK LICENSES**

<b>Grantor</b>	<b>Name of Agreement</b>	<b>Licensor/Licensee</b>	<b>Date of Agreement</b>	<b>Subject Matter</b>
Cloyes Gear and Products, Inc.	Trademark License Agreement	Cloyes Gear and Products, Inc. / Melling	May 15, 2003	License to use U.S. trademark No. 2,438, 540 for "DYNAGEAR" for use in connection with the manufacture, distribution, sale, and advertising of oil pumps in the U.S. and Mexico
Cloyes Gear and Products, Inc.	Manufacturer's Trademark License Agreement	National Automotive Parts Association/Cloyes Gear & Products, Inc.	October 6, 2004	License to use U.S. trademarks for "NAPA" and "NAPA and Design" for use in association with certain products