

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM423194

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AXLETECH INTERNATIONAL IP HOLDINGS, LLC		04/10/2017	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo, National Association, as Collateral Agent		
<b>Street Address:</b>	10 S. Wacker Drive - 26th Floor		
<b>Internal Address:</b>	MAC N8405-261		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4339068	5G	
<b>Registration Number:</b>	3698138	AT	
<b>Registration Number:</b>	3697522	AXLETECH	
<b>Registration Number:</b>	2867334	AXLETECH INTERNATIONAL	
<b>Registration Number:</b>	1183678	DURA-DISC	
<b>Registration Number:</b>	3784049	ISAS	
<b>Registration Number:</b>	3550141	OFFHIGHWAYPLUS	
<b>Registration Number:</b>	3830010	SOMA	
<b>Registration Number:</b>	3843538	SOMA A BRAND OF AXLETECH	
<b>Registration Number:</b>	3724512	TORQ-LINE	
<b>Registration Number:</b>	4483556	TRUCK TRAILER TRANSIT	
<b>Registration Number:</b>	3279722	U S GEAR	
<b>Registration Number:</b>	4388911	US GEAR	
<b>Registration Number:</b>	3171813	XTL	
<b>Serial Number:</b>	86895195	TTT	
<b>Serial Number:</b>	86867540	TTT TRUCK TRAILER TRANSIT	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

CH \$415.00 4339068

**Fax Number:** 6173417729

***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:** 6173417729

**Email:** katarzyna.gaysunas@morganlewis.com

**Correspondent Name:** Katarzyna Gaysunas

**Address Line 1:** 1 Federal Street

**Address Line 2:** c/o Morgan Lewis & Bockius LLP

**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>NAME OF SUBMITTER:</b>	Katarzyna Gaysunas
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<b>SIGNATURE:</b>	/Katarzyna Gaysunas/
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<b>DATE SIGNED:</b>	04/10/2017
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**Total Attachments: 6**

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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of April 10, 2017 (this “Security Interest”), is made by AXLETECH INTERNATIONAL IP HOLDINGS, LLC, a Michigan limited liability company (the “Grantor”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below), with principal offices at 10 S. Wacker Drive – 26th Floor, MAC N8405-261, Chicago, IL 60606 (the “Grantee”).

**WHEREAS**, the Grantor and Grantee have entered into those certain Credit Agreement and Security Agreement, dated as of April 7, 2017 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Documents”); and

**WHEREAS**, the Credit Documents require the Grantor to execute and deliver this Security Interest.

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Documents, the Grantor hereby agrees as follows:

**SECTION 1. Defined Terms.** Unless otherwise noted, capitalized terms used herein without definition shall have the definitions given to them in the Credit Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** As security for the prompt and complete payment and performance when due of all of its Obligations (as defined in the Security Agreement), Grantor does hereby pledge and grant to the Grantee, in each case for the benefit of the Secured Creditors, a continuing security interest in all of the right, title and interest of such Grantor in, to and under all of the following, or in which or to which such Grantor has any rights, in each case whether now existing or hereafter from time to time acquired (the “Trademark Collateral”):

(i) all Trademarks (as defined below) and all licenses providing for the grant by or to such Grantor of any right under any Trademark, in each case, including, without limitation, those referred to on Schedule A hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

As used herein, “Trademarks” shall mean all right, title and interest in and to any trademarks, service marks and trade names now held or hereafter acquired by any Grantor,

including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by any Grantor, which are registered or filed in the United States Patent and Trademark Office, as well as any unregistered trademarks and service marks used by any Grantor, and any trade dress including logos, designs, fictitious business names and other business identifiers used by any Grantor; provided that in each case, "Trademarks" shall not include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use application or any registration that issues from such intent-to-use application under applicable federal law.

**SECTION 3. Recordation.** The Grantor authorizes and requests that the Commissioner for Trademarks record this Security Interest.

**SECTION 4. Credit Documents.** The security interest granted pursuant to this Security Interest is granted in conjunction with the security interest granted to the Grantee pursuant to the Credit Documents, and Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Documents, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Security Interest and the Credit Documents, the terms of the Credit Documents shall control.

**SECTION 5. Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor remains liable for all duties and obligations arising under or with respect to the Trademark Collateral, and, subject to the exercise of any right or remedy by the Grantee and Grantor further agrees that Grantor shall have full and complete responsibility for any prosecution, defense or enforcement of, or any other action reasonably necessary in connection with, the rights of Grantor with respect to all Trademark Collateral.

**SECTION 6. Counterparts; Telecopied Signatures.** This Security Interest and any waiver or amendment hereto may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement. This Security Interest may be executed and delivered by facsimile or electronic transmission all with the same force and effect as if the same was a fully executed and delivered original executed counterpart hereof.

**SECTION 7. Governing Law.** The validity, interpretation and enforcement of this Security Interest and any dispute arising out of or in connection with this Security Interest, whether sounding in contract, tort, equity or otherwise, shall be governed by the internal laws (as opposed to the conflicts of law provisions other than Section 5-1401 of the New York General Obligations Law) and decisions of the State of New York.

**SECTION 8. Miscellaneous.** This Security Interest shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of the Grantee, the future holders of the loans, and their respective permitted successors and assigns. The Grantee may, in accordance

with the terms and conditions of the Credit Documents, assign or otherwise transfer all or any portion of its rights and obligations under this Security Interest to any successor, and such successor shall thereupon become vested with all the benefits in respect hereof granted to the Grantee herein or otherwise, in each case as provided in the Credit Documents. Grantor may not (other than in accordance with the terms and conditions of the Credit Documents) assign or transfer any rights or obligations hereunder without the prior written consent of the Grantee. No amendment of any provision of this Security Interest shall in any event be effective unless the same shall be in writing and signed by Grantor and the Grantee. No waiver of any provision of this Security Interest, or consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Grantee. Each such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In case any provision in or obligation under this Security Interest shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

***[Remainder of Page Intentionally Left Blank; Signatures Follow]***

IN WITNESS WHEREOF, the undersigned have executed this Security Interest as of the date first written above.

AXLETECH INTERNATIONAL IP  
HOLDINGS, LLC, as Grantor

By: 

Name: Bakhus Isaac



Title: Chief Financial Officer

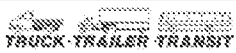


*[Signature Page to Grant of Security Interest in Trademarks]*

## SCHEDULE A


### Trademarks

#### I. REGISTERED TRADEMARKS

Registration or Application Number	Trademarks			
	Description	Jurisdiction	Owner	Status
4339068	5G	United States of America	AxleTech International IP Holdings, LLC	Registered
3698138	 AT (Logo)	United States of America	AxleTech International IP Holdings, LLC	Registered
3697522	AXLETECH	United States of America	AxleTech International IP Holdings, LLC	Registered
2867334	AXLETECH INTERNATIONAL	United States of America	AxleTech International IP Holdings, LLC	Registered
1183678	DURA-DISC	United States of America	AxleTech International IP Holdings, LLC	Registered
3784049	ISAS	United States of America	AxleTech International IP Holdings, LLC	Registered
3550141	OFFHIGHWAYPLUS	United States of America	AxleTech International IP Holdings, LLC	Registered
3830010	SOMA	United States of America	AxleTech International IP Holdings, LLC	Registered
3843538	 SOMA A BRAND OF AXLETECH & Design	United States of America	AxleTech International IP Holdings, LLC	Registered
3724512	TORQ-LINE	United States of America	AxleTech International IP Holdings, LLC	Registered

	Trademarks			
Registration or Application Number	Description	Jurisdiction	Owner	Status
4483556	 TRUCK-TRAILER-TRANSIT & Design	United States of America	AxleTech International IP Holdings, LLC	Registered
3279722	 U S GEAR & Design	United States of America	AxleTech International IP Holdings, LLC	Registered
4388911	 US GEAR & Design	United States of America	AxleTech International IP Holdings, LLC	Registered
3171813	XTL	United States of America	AxleTech International IP Holdings, LLC	Registered

## II. TRADEMARK APPLICATIONS

	Trademarks			
Registration or Application Number	Description	Jurisdiction	Owner	Status
86895195	TTT	United States of America	AxleTech International IP Holdings, LLC	Pending
86867540	 TRUCK TRAILER TRANSIT	United States of America	AxleTech International IP Holdings, LLC	Pending