

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM428375

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dayco IP Holdings, LLC		05/19/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as ABL agent		
<b>Street Address:</b>	185 Asylum Street		
<b>City:</b>	Hartford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06103		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4719067	DIESEL PERFORMANCE	
<b>Registration Number:</b>	4706746	POWERBOND	
<b>Registration Number:</b>	4706747	POWERBOND	
<b>Registration Number:</b>	4978513	DAYCO	
<b>Registration Number:</b>	4978514	DAYCO	
<b>Registration Number:</b>	4648259	DAYCO	
<b>Registration Number:</b>	4706846	QUIET W DESIGN	
<b>Registration Number:</b>	4706847	QUIET W DESIGN	
<b>Registration Number:</b>	5050470	QUIET W2 DESIGN	
<b>Registration Number:</b>	5064897	QUIET W <sup>2</sup> DESIGN	
<b>Registration Number:</b>	5006224	GOLD LABEL	
<b>Serial Number:</b>	86936775	MOVE FORWARD. ALWAYS.	
<b>Serial Number:</b>	87130362	ACTIVAC	
<b>Serial Number:</b>	87029994	60K INSPECT 90K REPLACE	
<b>Serial Number:</b>	87029947	60,000 INSPECT 90,000 REPLACE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$390.00 4719067

TRADEMARK

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 800-713-0755  
**Email:** Michael.Violet@wolterskluwer.com  
**Correspondent Name:** Michael Violet  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Ken Tan
<b>SIGNATURE:</b>	/Ken Tan/
<b>DATE SIGNED:</b>	05/22/2017

**Total Attachments: 8**

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**EXECUTION VERSION**

**SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**

Supplemental Trademark Security Agreement, dated as of May 19, 2017, by Dayco IP Holdings, LLC (the "Grantor"), in favor of Bank of America, N.A., in its capacity as agent pursuant to the Credit Agreement (in such capacity, the "Agent").

**WITNESSETH:**

Whereas, the Grantor is party to a U.S. Security Agreement dated as of December 12, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Supplemental Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent, for its own benefit and for the benefit of the other Secured Parties, a security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Grantor:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all goodwill exclusively symbolized thereby; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

Notwithstanding anything to the contrary contained in, and without limiting, clauses (a) through (c) above, the security interest created by this Supplemental Trademark Security Agreement shall not attach to, and the term "Collateral" shall not include, any applications for trademarks or service marks filed in the United States Patent and Trademark Office ("USPTO") pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to and accepted by the USPTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d) or any other intellectual property if the grant of a security interest therein would result in the invalidation thereof or of any Grantor's interest therein.

SECTION 3. Security Agreement. The security interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplemental Trademark Security Agreement is deemed to

conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent obligations not yet accrued and payable) and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Supplemental Trademark Security Agreement.

SECTION 5. Counterparts. This Supplemental Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Supplemental Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Supplemental Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DAYCO IP HOLDINGS, LLC

By: David McNulty  
Name: David McNulty  
Title: Treasurer

{Dayco - Trademark Security Agreement Signature Page}

TRADEMARK  
REEL: 006065 FRAME: 0068

Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Agent

By: 







Name: *Matthew S. [unclear]*





Title: *SVP*

[Signature Page to Trademark Security Agreement]

SCHEDULE I  
to  
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

**U.S. Trademark Registrations and Applications:**

No.	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Dayco IP Holdings, LLC	DIESEL PERFORMANCE & Design 	86209272	03/03/2014	4719067	04/14/2015
2.	Dayco IP Holdings, LLC	POWERBOND	86209288	03/03/2014	4706746	03/24/2015
3.	Dayco IP Holdings, LLC	POWERBOND & Design 	86209323	03/03/2014	4706747	03/24/2015
4.	Dayco IP Holdings, LLC	DAYCO	86211819	03/05/2014	4978513	06/14/2016
5.	Dayco IP Holdings, LLC	DAYCO & Design 	86211869	03/05/2014	4978514	06/14/2016
6.	Dayco IP Holdings, LLC	DAYCO & Design 	86211955	03/05/2014	4648259	12/02/2014
7.	Dayco IP Holdings, LLC	QUIET W DESIGN & Design 	86244015	04/07/2014	4706846	03/24/2015
8.	Dayco IP Holdings, LLC	QUIET W DESIGN & Design 	86244033	04/07/2014	4706847	03/24/2015

No.	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
9.	Dayco IP Holdings, LLC	QUIET W <sup>2</sup> DESIGN & Design 	86499880	01/09/2015	5050470	09/27/2016
10.	Dayco IP Holdings, LLC	QUIET W <sup>2</sup> DESIGN & Design 	86500171	01/10/2015	5064897	10/18/2016
11.	Dayco IP Holdings, LLC	GOLD LABEL	86767345	09/24/2015	5006224	07/26/2016
12.	Dayco IP Holdings, LLC	MOVE FORWARD. ALWAYS.	86936775	03/11/2016		
13.	Dayco IP Holdings, LLC	ACTIVAC	87130362	08/08/2016		
14.	Dayco IP Holdings, LLC	60K INSPECT 90K REPLACE & Design 	87029994	05/09/2016		
15.	Dayco IP Holdings, LLC	60,000 INSPECT 90,000 REPLACE & Design 	87029947	05/09/2016		



**Canadian Trademark Registrations and Applications:**

<b>OWNER</b>	<b>STATUS</b>	<b>APPLICATION/ REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Dayco IP Holdings, LLC	Pending	1783151	100/150 Inspect & Replace Logo (Odometer)
Dayco IP Holdings, LLC	Pending	1783155	100/150 Inspect & Replace Logo (Odometer) French
Dayco IP Holdings, LLC	Pending	1783156	100/150 Inspect & Replace Signs (Stop/Yield) English
Dayco IP Holdings, LLC	Pending	1783158	100/150 Inspect & Replace Signs (Stop/Yield) French
Dayco IP Holdings, LLC	Pending	1806659	ELA
Dayco IP Holdings, LLC	Pending	1806667	ELA BELT & Design
Dayco IP Holdings, LLC	Pending	1748624	GOLD LABEL
Dayco IP Holdings, LLC	Pending	1736675	QUIET W2 DESIGN (black)
Dayco IP Holdings, LLC	Pending	1736674	QUIET W2 DESIGN (white)
Dayco IP Holdings, LLC	Registered	TMA937759	DIESEL PERFORMANCE & Design
Dayco IP Holdings, LLC	Registered	TMA913806	NULINE & Design
Dayco IP Holdings, LLC	Registered	TMA913439	POLY RIB
Dayco IP Holdings, LLC	Registered	TMA918747	POWERBOND
Dayco IP Holdings, LLC	Registered	TMA922176	POWERBOND & Design
Dayco IP Holdings, LLC	Registered	TMA935786	QUIET W DESIGN Logo
Dayco IP Holdings, LLC	Registered	TMA937266	QUIET W DESIGN Logo