

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428381

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release (Reel:5173/Frame:0958)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		05/19/2017	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Dayco IP Holdings, LLC		
Street Address:	1650 Research Drive, Suite 200		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48083		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 75			
Property Type	Number	Word Mark	
Registration Number:	3839705	89007	
Registration Number:	3839706	89010	
Registration Number:	3839707	89015	
Registration Number:	3762117	89017	
Registration Number:	3762118	89048	
Registration Number:	3762119	89201	
Registration Number:	3762120	89203	
Registration Number:	3762121	89209	
Registration Number:	3839708	89215	
Registration Number:	3843507	89230	
Registration Number:	3843508	89231	
Registration Number:	3843509	89233	
Registration Number:	3839709	89251	
Registration Number:	1493547	ADDEM	
Registration Number:	1868010	ARAMAX	
Registration Number:	826372		
Registration Number:	3989413	ATENSION	
Registration Number:	791413	AUTOFLEX	
Registration Number:	3989411	AWEARNESS	
TRADEMARK			

OP \$1890.00 3839705

Property Type	Number	Word Mark
Registration Number:	849820	
Registration Number:	1056610	CLAMP-FINDER
Registration Number:	1391387	DAYCO
Registration Number:	3050217	DAYCO
Registration Number:	3050218	DAYCO
Registration Number:	3050220	DAYCO
Registration Number:	4205481	DAYCO
Registration Number:	3931177	DAYCO
Registration Number:	424888	DAYCO
Registration Number:	1647865	DAYCO
Registration Number:	1689837	DAYCO
Registration Number:	3931176	DAYCO
Registration Number:	1258003	DAYCO BLACK BELT EXPERTS
Registration Number:	1248721	DAYCO BLACK BELT EXPERTS
Registration Number:	3174023	DAYPERM
Registration Number:	879953	DRIVE RITE
Registration Number:	3930962	DRIVE RITE
Registration Number:	1961341	DURA MAX
Registration Number:	1248283	DURAGUARD
Registration Number:	1508598	E DAYCO COMMITTED TO EXCELLENCE
Registration Number:	4146580	ELA
Registration Number:	4035108	ELA BELT
Registration Number:	1234441	FACTFINDER
Registration Number:	832920	GOLD LABEL
Registration Number:	3032384	GOLD LABEL
Registration Number:	4210020	GOLD LABEL
Registration Number:	826412	GPL
Registration Number:	4193392	
Registration Number:	3855679	HPX
Registration Number:	4210171	HPXX
Registration Number:	918500	INSULONE
Registration Number:	1042118	INSURE
Registration Number:	850603	KWIK-FLEX
Registration Number:	4018516	LASER ALINEMENT
Registration Number:	999555	MULTI-RIB
Registration Number:	2641207	NO SLACK
Registration Number:	1243988	ONE FOR THE ROAD
Registration Number:	1243986	ONE FOR THE ROAD

Property Type	Number	Word Mark
Registration Number:	3978239	P
Registration Number:	1479618	POLY COG
Registration Number:	1002590	POLY RIB
Registration Number:	936087	QUICK-FIT
Registration Number:	1385162	RAINCHECK
Registration Number:	1243987	
Registration Number:	1124505	S-BELT
Registration Number:	413577	STIFLEX
Registration Number:	1238358	SUPER-VENT
Registration Number:	3041569	TOP COG
Registration Number:	1868012	TOUR
Registration Number:	808101	UNI-V
Serial Number:	85959120	DAYCO
Serial Number:	85895201	DAYCO
Serial Number:	85959144	DAYCO
Serial Number:	85959101	
Serial Number:	85660872	FREQ
Serial Number:	85660881	MADDO

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 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

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

Total Attachments: 8
source=a36c. Dayco - Release of Trademark Security Interest#page1.tif
source=a36c. Dayco - Release of Trademark Security Interest#page2.tif
source=a36c. Dayco - Release of Trademark Security Interest#page3.tif
source=a36c. Dayco - Release of Trademark Security Interest#page4.tif
source=a36c. Dayco - Release of Trademark Security Interest#page5.tif
source=a36c. Dayco - Release of Trademark Security Interest#page6.tif
source=a36c. Dayco - Release of Trademark Security Interest#page7.tif
source=a36c. Dayco - Release of Trademark Security Interest#page8.tif

**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release") is made as of May 19, 2017, by **BANK OF AMERICA, N.A.**, in its capacity as collateral agent (in such capacity, the "Collateral Agent"), in favor of **DAYCO IP HOLDINGS, LLC.** (the "Grantor"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Trademark Security Agreement (defined below), or if not defined therein, in the Security Agreement (defined below).

WITNESSETH:

WHEREAS, the Grantor is party to that certain 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 Collateral Agent, pursuant to which the Grantor executed and delivered that certain Trademark Security Agreement, dated as of December 12, 2013 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and for the benefit of the other Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Collateral of the Grantor: (a) Trademarks of the Grantor listed on Schedule A attached hereto; (b) all goodwill exclusively symbolized thereby; and (c) all Proceeds of any and all of the foregoing (other than Excluded Property) (collectively, herein the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5173, Frame 0958 on December 16, 2013;

WHEREAS, the Collateral Agent acknowledges full performance of the Secured Obligations and accordingly has agreed to release the collateral pledge, grant, assignment, lien and security interest in and to all of the right, title, and interest of the Grantor in the Trademark Collateral, and to re-convey any and all rights in the Trademark Collateral to the Grantor.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby, without representation, warranty or recourse of any kind, (i) releases, relinquishes and discharges, with respect to the Grantor, all of its collateral pledge, grant, assignment, lien and security interest in and to all of the Grantor's right, title, and interest in, to and under the Trademark Collateral, (ii) terminates the Trademark Security Agreement, and (iii) re-assigns to the Grantor any and all right, title or interest it may have in such Trademark Collateral.

The Collateral Agent hereby authorizes the Grantor, or the Grantor's authorized representatives to record this Release with the United States Patent and Trademark Office. The Collateral Agent agrees, upon the reasonable request of the Grantor and at the Grantor's sole cost and expense, to execute and deliver to the Grantor all other instruments and other documents as

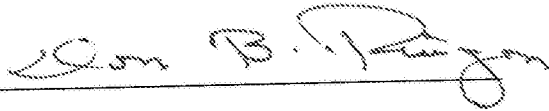
may be reasonably necessary to release the lien on and security interest in the Trademark Collateral which had been granted under the Trademark Security Agreements.

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATION WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BANK OF AMERICA, N.A., acting in its capacity as Collateral Agent for the Secured Parties

By: 

Name: Don B. Pinzon

Title: Vice President

GRANTOR:

Dayco IP Holdings, LLC

[Dayco - Release of Security Interest in Trademarks Signature Page]

Accepted and Agreed:

DAYCO IP HOLDINGS, LLC

By: David McNulty
Name: David McNulty
Title Treasurer

[SIGNATURE PAGE TO RELEASE OF
SECURITY INTEREST IN TRADEMARK COLLATERAL]

TRADEMARK
REEL: 006065 FRAME: 0109

SCHEDULE A

U.S. Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Dayco IP Holdings, LLC	3,839,705	89007
Dayco IP Holdings, LLC	3,839,706	89010
Dayco IP Holdings, LLC	3,839,707	89015
Dayco IP Holdings, LLC	3,762,117	89017
Dayco IP Holdings, LLC	3,762,118	89048
Dayco IP Holdings, LLC	3,762,119	89201
Dayco IP Holdings, LLC	3,762,120	89203
Dayco IP Holdings, LLC	3,762,121	89209
Dayco IP Holdings, LLC	3,839,708	89215
Dayco IP Holdings, LLC	3,843,507	89230
Dayco IP Holdings, LLC	3,843,508	89231
Dayco IP Holdings, LLC	3,843,509	89233
Dayco IP Holdings, LLC	3,839,709	89251
Dayco IP Holdings, LLC	1,493,547	ADDEM
Dayco IP Holdings, LLC	1,868,010	ARAMAX
Dayco IP Holdings, LLC	826,372	ARROW LOGO
Dayco IP Holdings, LLC	3,989,413	ATENSION
Dayco IP Holdings, LLC	791,413	AUTOFLEX
Dayco IP Holdings, LLC	3,989,411	AWEARNESS
Dayco IP Holdings, LLC	849,820	Belt Design
Dayco IP Holdings, LLC	1,056,610	CLAMP-FINDER
Dayco IP Holdings, LLC	1,391,387	DAYCO
Dayco IP Holdings, LLC	3,050,217	DAYCO
Dayco IP Holdings, LLC	3,050,218	DAYCO
Dayco IP Holdings, LLC	3,050,220	DAYCO
Dayco IP Holdings, LLC	4,205,481	DAYCO
Dayco IP Holdings, LLC	3,931,177	DAYCO
Dayco IP Holdings, LLC	424,888	DAYCO (Stylized)
Dayco IP Holdings, LLC	1,647,865	DAYCO (with bar)
Dayco IP Holdings, LLC	1,689,837	DAYCO (with bar)
Dayco IP Holdings, LLC	3,931,176	DAYCO (with bar)
Dayco IP Holdings, LLC	1,258,003	DAYCO BLACK BELT EXPERTS
Dayco IP Holdings, LLC	1,248,721	DAYCO BLACK BELT EXPERTS & Design
Dayco IP Holdings, LLC	3,174,023	DAYPERM
Dayco IP Holdings, LLC	879,953	DRIVE RITE
Dayco IP Holdings, LLC	3,930,962	DRIVE RITE
Dayco IP Holdings, LLC	1,961,341	DURA MAX
Dayco IP Holdings, LLC	1,248,283	DURAGUARD

OWNER	REGISTRATION NUMBER	TRADEMARK
Dayco IP Holdings, LLC	1,508,598	E DAYCO COMMITTED TO EXCELLENCE & Design
Dayco IP Holdings, LLC	4,146,580	ELA
Dayco IP Holdings, LLC	4,035,108	ELA BELT & Design
Dayco IP Holdings, LLC	1,234,441	FACTFINDER
Dayco IP Holdings, LLC	832,920	GOLD LABEL
Dayco IP Holdings, LLC	3,032,384	GOLD LABEL
Dayco IP Holdings, LLC	4,210,020	GOLD LABEL
Dayco IP Holdings, LLC	826,412	GPL
Dayco IP Holdings, LLC	4,193,392	HASH MARK DESIGN
Dayco IP Holdings, LLC	3,855,679	HPX
Dayco IP Holdings, LLC	4,210,171	HPXX
Dayco IP Holdings, LLC	918,500	INSULONE
Dayco IP Holdings, LLC	1,042,118	INSURE
Dayco IP Holdings, LLC	850,603	KWIK-FLEX
Dayco IP Holdings, LLC	4,018,516	LASER ALINEMENT & Design
Dayco IP Holdings, LLC	999,555	MULTI-RIB
Dayco IP Holdings, LLC	2,641,207	NO SLACK
Dayco IP Holdings, LLC	1,243,988	ONE FOR THE ROAD
Dayco IP Holdings, LLC	1,243,986	ONE FOR THE ROAD & Design
Dayco IP Holdings, LLC	3,978,239	P & Design
Dayco IP Holdings, LLC	1,479,618	POLY COG
Dayco IP Holdings, LLC	1,002,590	POLY RIB
Dayco IP Holdings, LLC	936,087	QUICK-FIT
Dayco IP Holdings, LLC	1,385,162	RAIN CHECK
Dayco IP Holdings, LLC	1,243,987	ROAD DESIGN
Dayco IP Holdings, LLC	1,124,505	S-BELT
Dayco IP Holdings, LLC	413,577	STIFLEX
Dayco IP Holdings, LLC	1,238,358	SUPER-VENT
Dayco IP Holdings, LLC	3,041,569	TOP COG
Dayco IP Holdings, LLC	1,868,012	TOUR
Dayco IP Holdings, LLC	808,101	UNI-V

U.S. Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Dayco IP Holdings, LLC	85/959,120	DAYCO
Dayco IP Holdings, LLC	85/895,201	DAYCO (with bar)
Dayco IP Holdings, LLC	85/959,144	DAYCO (with bar)
Dayco IP Holdings, LLC	85/959,101	DAYCO ARROW IN DIAMOND Design
Dayco IP Holdings, LLC	85/660,872	FREQ
Dayco IP Holdings, LLC	85/660,881	MADDO

Canadian Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Dayco IP Holdings, LLC	TMA182751	ARROW LOGO
Dayco IP Holdings, LLC	TMA125199	DAYCO
Dayco IP Holdings, LLC	TMA200421	DAYCO
Dayco IP Holdings, LLC	TMA378173	DAYCO
Dayco IP Holdings, LLC	TMA368678	POLY COG
Dayco IP Holdings, LLC	TMA308522	TOP-COG
Dayco IP Holdings, LLC	TMA213012	LIFELINE
Dayco IP Holdings, LLC	TMA220104	LIFELINE
Dayco IP Holdings, LLC	TMA840582	89007
Dayco IP Holdings, LLC	TMA840795	89048
Dayco IP Holdings, LLC	TMA840794	89017
Dayco IP Holdings, LLC	TMA840584	89015
Dayco IP Holdings, LLC	TMA840583	89010
Dayco IP Holdings, LLC	TMA840790	89201
Dayco IP Holdings, LLC	TMA840791	89203
Dayco IP Holdings, LLC	TMA840792	89209
Dayco IP Holdings, LLC	TMA840615	89215
Dayco IP Holdings, LLC	TMA840614	89230
Dayco IP Holdings, LLC	TMA840789	89231
Dayco IP Holdings, LLC	TMA840747	89233
Dayco IP Holdings, LLC	TMA840746	89251
Dayco IP Holdings, LLC	TMA819624	AWEARNESS
Dayco IP Holdings, LLC	TMA835195	ATENSION
Dayco IP Holdings, LLC	TMA862104	LASER ALINEMENT & Design

Canadian Trademark Applications:

Dayco IP Holdings, LLC	1633147	HP Design
Dayco IP Holdings, LLC	1610741	LASER ALINEMENT & Design