

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428547

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dayco IP Holdings, LLC, as Grantor		05/19/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	185 Asylum Street		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 75			
Property Type	Number	Word Mark	
Serial Number:	85895201	DAYCO	
Serial Number:	85959101		
Serial Number:	85959120	DAYCO	
Serial Number:	85959144	DAYCO	
Serial Number:	86209272	DIESEL PERFORMANCE	
Serial Number:	86209288	POWERBOND	
Serial Number:	86209323	POWERBOND	
Serial Number:	86211819	DAYCO	
Serial Number:	86211869	DAYCO	
Serial Number:	86211955	DAYCO	
Serial Number:	86244015	QUIET W DESIGN	
Serial Number:	86244033	QUIET W DESIGN	
Serial Number:	86499880	QUIET W2 DESIGN	
Serial Number:	86500171	QUIET W ² DESIGN	
Serial Number:	86767345	GOLD LABEL	
Serial Number:	86936775	MOVE FORWARD. ALWAYS.	
Serial Number:	87130362	ACTIVAC	
Serial Number:	87029994	60K INSPECT 90K REPLACE	
Serial Number:	87029947	60,000 INSPECT 90,000 REPLACE	
TRADEMARK			

OP \$1890.00 85895201

Property Type	Number	Word Mark
Serial Number:	77814901	HPX
Serial Number:	78541088	TOP COG
Serial Number:	78541675	DAYCO
Serial Number:	78541681	DAYCO
Serial Number:	78541688	DAYCO
Serial Number:	78620931	GOLD LABEL
Serial Number:	78786241	DAYPERM
Serial Number:	85087702	DRIVE RITE
Serial Number:	85130231	DAYCO
Serial Number:	85130238	DAYCO
Serial Number:	85173400	AWEARNESS
Serial Number:	85173429	ATENSION
Serial Number:	85173484	LASER ALINEMENT
Serial Number:	85189203	P
Serial Number:	85267032	ELA BELT
Serial Number:	85434214	
Serial Number:	85435255	ELA
Serial Number:	85532340	DAYCO
Serial Number:	85556163	GOLD LABEL
Serial Number:	85598461	HPXX
Serial Number:	77508975	89007
Serial Number:	77508988	89010
Serial Number:	77508997	89015
Serial Number:	77509001	89017
Serial Number:	77509020	89048
Serial Number:	77509027	89201
Serial Number:	77509038	89203
Serial Number:	77509050	89209
Serial Number:	77509054	89215
Serial Number:	77509064	89230
Serial Number:	77509073	89231
Serial Number:	77509085	89233
Serial Number:	77509092	89251
Serial Number:	72201386	AUTOFLEX
Serial Number:	72229928	
Serial Number:	72234007	GPL
Serial Number:	72248441	
Serial Number:	72257945	GOLD LABEL

Property Type	Number	Word Mark
Serial Number:	72268167	KWIK-FLEX
Serial Number:	72318408	DRIVE RITE
Serial Number:	72370322	INSULONE
Serial Number:	72374803	QUICK-FIT
Serial Number:	73007952	POLY RIB
Serial Number:	73078135	CLAMP-FINDER
Serial Number:	73180011	S-BELT
Serial Number:	73304570	SUPER-VENT
Serial Number:	73366868	FACTFINDER
Serial Number:	73563372	DAYCO
Serial Number:	73655933	E DAYCO COMMITTED TO EXCELLENCE
Serial Number:	73655937	ADDEM
Serial Number:	73665150	POLY COG
Serial Number:	74046835	DAYCO
Serial Number:	74077825	DAYCO
Serial Number:	75931050	NO SLACK
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:	05/23/2017

Total Attachments: 12

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Dayco IP Holdings, LLC, as Grantor

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) USA - Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 19, 2017

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Collateral Agent

Street Address: 185 Asylum Street

City: Hartford

State: Connecticut

Country: USA Zip: 06103

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ken Tan, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 08061.1337

Email Address: KTan@cahill.com

6. Total number of applications and registrations involved:

75

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

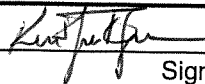
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature
Ken Tan

May 19, 2017

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

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 collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

Whereas, the Grantor is party to a 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 is required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral 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 Collateral 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 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 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 the Grantor's interest therein.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 Trademark Security Agreement is deemed to conflict with the

Security Agreement, the provisions of the Security Agreement shall control unless the Collateral 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 Collateral 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 Trademark Security Agreement.

Section 5. Counterparts. This 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 Trademark Security Agreement by signing and delivering one or more counterparts.

Section 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this 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

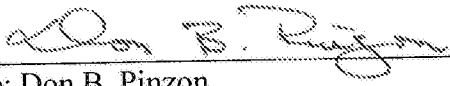
By: David McNulty
Name: David McNulty
Title: Treasurer

[Dayco Trademark Security Agreement Signature Page]

TRADEMARK
REEL: 006066 FRAME: 0312





Accepted and Agreed:





BANK OF AMERICA, N.A.,
as Collateral Agent


By: 
Name: Don B. Pinzon
Title: Vice President





SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS


Trademark Registrations and Applications:


No.	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Dayco IP Holdings, LLC	DAYCO & Design 	85895201	04/04/2013	4562341	07/08/2014
2.	Dayco IP Holdings, LLC	Design 	85959101	06/13/2013		
3.	Dayco IP Holdings, LLC	DAYCO	85959120	06/13/2013		
4.	Dayco IP Holdings, LLC	DAYCO & Design 	85959144	06/13/2013		
5.	Dayco IP Holdings, LLC	DIESEL PERFORMANCE & De- sign	86209272	03/03/2014	4719067	04/14/2015
6.	Dayco IP Holdings, LLC	POWERBOND	86209288	03/03/2014	4706746	03/24/2015
7.	Dayco IP Holdings, LLC	POWERBOND & Design	86209323	03/03/2014	4706747	03/24/2015
8.	Dayco IP Holdings, LLC	DAYCO	86211819	03/05/2014	4978513	06/14/2016
9.	Dayco IP Holdings, LLC	DAYCO & Design 	86211869	03/05/2014	4978514	06/14/2016

No.	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
10.	Dayco IP Holdings, LLC	DAYCO & Design 	86211955	03/05/2014	4648259	12/02/2014
11.	Dayco IP Holdings, LLC	QUIET W DESIGN & Design 	86244015	04/07/2014	4706846	03/24/2015
12.	Dayco IP Holdings, LLC	QUIET W DESIGN & Design 	86244033	04/07/2014	4706847	03/24/2015
13.	Dayco IP Holdings, LLC	QUIET W ² DESIGN & Design 	86499880	01/09/2015	5050470	09/27/2016
14.	Dayco IP Holdings, LLC	QUIET W ² DESIGN & Design	86500171	01/10/2015	5064897	10/18/2016
15.	Dayco IP Holdings, LLC	GOLD LABEL	86767345	09/24/2015	5006224	07/26/2016
16.	Dayco IP Holdings, LLC	MOVE FORWARD. ALWAYS.	86936775	03/11/2016		
17.	Dayco IP Holdings, LLC	ACTIVAC	87130362	08/08/2016		
18.	Dayco IP Holdings, LLC	60K INSPECT 90K REPLACE & Design	87029994	05/09/2016		

No.	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
19.	Dayco IP Holdings, LLC	60,000 INSPECT 90,000 REPLACE & Design	87029947	05/09/2016		
20.	Dayco IP Holdings, LLC	HPX	77814901	08/28/2009	3855679	10/05/2010
21.	Dayco IP Holdings, LLC	TOP COG	78541088	01/03/2005	3041569	01/10/2006
22.	Dayco IP Holdings, LLC	DAYCO	78541675	01/04/2005	3050217	01/24/2006
23.	Dayco IP Holdings, LLC	DAYCO	78541681	01/04/2005	3050218	01/24/2006
24.	Dayco IP Holdings, LLC	DAYCO	78541688	01/04/2005	3050220	01/24/2006
25.	Dayco IP Holdings, LLC	GOLD LABEL	78620931	05/02/2005	3032384	12/20/2005
26.	Dayco IP Holdings, LLC	DAYPERM	78786241	01/06/2006	3174023	11/21/2006
27.	Dayco IP Holdings, LLC	DRIVE RITE	85087702	07/19/2010	3930962	03/15/2011
28.	Dayco IP Holdings, LLC	DAYCO & Design 	85130231	09/15/2010	3931176	03/15/2011
29.	Dayco IP Holdings, LLC	DAYCO	85130238	09/15/2010	3931177	03/15/2011
30.	Dayco IP Holdings, LLC	AWEARNESS	85173400	11/10/2010	3989411	07/05/2011
31.	Dayco IP Holdings, LLC	ATENSION	85173429	11/10/2010	3989413	07/05/2011

No.	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
32.	Dayco IP Holdings, LLC	LASER ALINEMENT & Design 	85173484	11/10/2010	4018516	08/30/2011
33.	Dayco IP Holdings, LLC	P & Design 	85189203	12/02/2010	3978239	06/14/2011
34.	Dayco IP Holdings, LLC	ELA BELT & Design 	85267032	03/15/2011	4035108	10/04/2011
35.	Dayco IP Holdings, LLC	Design 	85434214	09/28/2011	4193392	08/21/2012
36.	Dayco IP Holdings, LLC	ELA	85435255	09/29/2011	4146580	05/22/2012
37.	Dayco IP Holdings, LLC	DAYCO	85532340	02/02/2012	4205481	09/11/2012
38.	Dayco IP Holdings, LLC	GOLD LABEL	85556163	02/29/2012	4210020	09/18/2012
39.	Dayco IP Holdings, LLC	HPXX	85598461	04/16/2012	4210171	09/18/2012
40.	Dayco IP Holdings, LLC	89007	77508975	06/26/2008	3839705	08/31/2010
41.	Dayco IP Holdings, LLC	89010	77508988	06/26/2008	3839706	08/31/2010
42.	Dayco IP Holdings, LLC	89015	77508997	06/26/2008	3839707	08/31/2010

No.	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
43.	Dayco IP Holdings, LLC	89017	77509001	06/26/2008	3762117	03/23/2010
44.	Dayco IP Holdings, LLC	89048	77509020	06/26/2008	3762118	03/23/2010
45.	Dayco IP Holdings, LLC	89201	77509027	06/26/2008	3762119	03/23/2010
46.	Dayco IP Holdings, LLC	89203	77509038	06/26/2008	3762120	03/23/2010
47.	Dayco IP Holdings, LLC	89209	77509050	06/26/2008	3762121	03/23/2010
48.	Dayco IP Holdings, LLC	89215	77509054	06/26/2008	3839708	08/31/2010
49.	Dayco IP Holdings, LLC	89230	77509064	06/26/2008	3843507	09/07/2010
50.	Dayco IP Holdings, LLC	89231	77509073	06/26/2008	3843508	09/07/2010
51.	Dayco IP Holdings, LLC	89233	77509085	06/26/2008	3843509	09/07/2010
52.	Dayco IP Holdings, LLC	89251	77509092	06/26/2008	3839709	08/31/2010
53.	Dayco IP Holdings, LLC	AUTOFLEX	72201386	09/08/1964	0791413	06/22/1965
54.	Dayco IP Holdings, LLC	Design 	72229928	10/12/1965	0826372	03/28/1967

No.	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
55.	Dayco IP Holdings, LLC	GPL	72234007	12/06/1965	0826412	03/28/1967
56.	Dayco IP Holdings, LLC	Design 	72248441	06/20/1966	0849820	05/28/1968
57.	Dayco IP Holdings, LLC	GOLD LABEL	72257945	11/04/1966	0832920	08/01/1967
58.	Dayco IP Holdings, LLC	KWIK-FLEX	72268167	04/03/1967	0850603	06/11/1968
59.	Dayco IP Holdings, LLC	DRIVE RITE	72318408	02/05/1969	0879953	11/04/1969
60.	Dayco IP Holdings, LLC	INSULONE	72370322	09/10/1970	0918500	08/17/1971
61.	Dayco IP Holdings, LLC	QUICK-FIT	72374803	10/30/1970	0936087	06/20/1972
62.	Dayco IP Holdings, LLC	POLY RIB	73007952	12/03/1973	1002590	01/28/1975
63.	Dayco IP Holdings, LLC	CLAMP-FINDER	73078135	02/23/1976	1056610	01/18/1977
64.	Dayco IP Holdings, LLC	S-BELT	73180011	07/27/1978	1124505	08/28/1979
65.	Dayco IP Holdings, LLC	SUPER-VENT	73304570	04/06/1981	1238358	05/17/1983
66.	Dayco IP Holdings, LLC	FACTFINDER	73366868	05/27/1982	1234441	04/12/1983

No.	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
67.	Dayco IP Holdings, LLC	DAYCO	73563372	10/15/1985	1391387	04/29/1986
68.	Dayco IP Holdings, LLC	E DAYCO COMMITTED TO EXCELLENCE & Design 	73655933	04/13/1987	1508598	10/11/1988
69.	Dayco IP Holdings, LLC	ADDEM	73655937	04/13/1987	1493547	06/21/1988
70.	Dayco IP Holdings, LLC	POLY COG	73665150	06/08/1987	1479618	03/08/1988
71.	Dayco IP Holdings, LLC	DAYCO & Design 	74046835	04/09/1990	1647865	06/18/1991
72.	Dayco IP Holdings, LLC	DAYCO & Design 	74077825	07/09/1990	1689837	06/02/1992
73.	Dayco IP Holdings, LLC	NO SLACK	75931050	02/25/2000	2641207	10/22/2002
74.	Dayco IP Holdings, LLC	FREQ	85660872	06/25/2012	4452085	12/17/2013
75.	Dayco IP Holdings, LLC	MADDO	85660881	06/25/2012	4452086	12/17/2013