

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436393

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Industrial Axle Company, LLC		07/24/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2255307	DURA-FLEX	
<b>Registration Number:</b>	1753813	ULTRULUBE	
<b>Registration Number:</b>	1753814	Q-FLEX	
<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 using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	Michael Violet		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		
<b>DATE SIGNED:</b>	07/25/2017		
<b>Total Attachments: 6</b>			
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source=Dragon - Industrial Axle Company - Trademark (Second Lien)#page2.tif			

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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.

<p><b>1. Name of conveying party(ies):</b></p> <p>Industrial Axle Company, LLC</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> Partnership      <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation- State: _____  <input checked="" type="checkbox"/> Other <u>LLC-DE</u></p> <p>Citizenship (see guidelines) <u>USA</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>3. Nature of conveyance/Execution Date(s) :</b></p> <p>Execution Date(s) <u>July 24, 2017</u></p> <p><input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other <u>Second Lien Security Agreement</u></p>	<p><b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>Credit Suisse AG, Cayman Islands Branch, as Collateral Agent</u></p> <p>Street Address: <u>Eleven Madison Avenue</u></p> <p>City: <u>New York</u></p> <p>State: <u>NY</u></p> <p>Country: <u>USA</u>      Zip: <u>10010</u></p> <p><input type="checkbox"/> Individual(s) Citizenship _____  <input type="checkbox"/> Association Citizenship _____  <input type="checkbox"/> Partnership Citizenship _____  <input type="checkbox"/> Limited Partnership Citizenship _____  <input type="checkbox"/> Corporation Citizenship _____  <input checked="" type="checkbox"/> Other <u>Bank</u>      Citizenship <u>USA</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from assignment)</p>
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**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

<p>A. Trademark Application No.(s)      Text</p> <p>See Schedule I</p>	<p>B. Trademark Registration No.(s)</p> <p>See Schedule I</p>
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Additional sheet(s) attached?  Yes  No

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

<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>Elaine Carrera, Legal Assistant</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>c/o Cahill Gordon &amp; Reindel LLP</u>  <u>80 Pine Street</u></p> <p>City: <u>New York</u></p> <p>State: <u>NY</u>      Zip: <u>10005</u></p> <p>Phone Number: <u>(212) 701-3365</u></p> <p>Docket Number: _____</p> <p>Email Address: <u>ecarrera@cahill.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px 10px;">3</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$</b> _____</p> <p><input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p> <p><b>8. Payment Information:</b></p> <p>Deposit Account Number _____</p> <p>Authorized User Name _____</p>
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**9. Signature:** Elaine Carrera      July 24, 2017

Signature      Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

THIS NOTICE OF GRANT OF SECURITY INTEREST (SECOND LIEN) IN INTELLECTUAL PROPERTY IS SUBJECT TO THE PROVISIONS OF (I) THE CLOSING DATE FIRST LIEN/SECOND LIEN ICA (AS DEFINED IN THE COLLATERAL AGREEMENT (AS DEFINED BELOW)) AS SET FORTH MORE FULLY IN SECTION 5.18 OF THE U.S. COLLATERAL AGREEMENT AND (II) ANY OTHER INTERCREDITOR AGREEMENT (AS DEFINED IN THE COLLATERAL AGREEMENT)

**Notice of Grant of Security Interest in Trademarks (Second Lien)**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN), dated as of July 24, 2017 (this “Notice”), made by Industrial Axle Company, LLC, a Delaware limited liability company (the “Pledgor”), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement (Second Lien), dated as of July 24, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among DexKo Global Inc. (the “U.S. Borrower”), as successor by merger to Dragon Merger Sub, LLC, each subsidiary of the U.S. Borrower identified therein and Credit Suisse AG, Cayman Islands Branch as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks, including those listed on Schedule I,

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the

Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

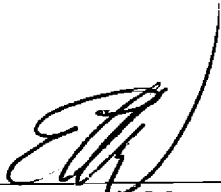
SECTION 4. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

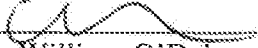
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

INDUSTRIAL AXLE COMPANY, LLC

By:   
Name: Eric Moraw  
Title: Vice President

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH, as Collateral Agent

By:   
Name: William O'Daly  
Title: Authorized Signatory

By:   
Name: Karim Rahimtoola  
Title: Authorized Signatory

Schedule I  
to Notice of Grant of Security Interest in Trademarks (Second Lien)

Trademarks Owned by Industrial Axle Company, LLC

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
DURA-FLEX	2,255,307	06/22/1999
ULTRULUBE	1,753,813	02/23/1993
Q-FLEX	1753814	02/23/1993