TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM445516

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		09/15/2017	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	International Automotive Components Group North America, Inc.		
Street Address:	2833 Telegraph Road		
City:	Southland		
State/Country:	MICHIGAN		
Postal Code:	48034		
Entity Type:	Corporation: DELAWARE		

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4165002	INTERCEPT
Registration Number:	4026456	SILENT SOLUTIONS
Registration Number:	3828823	SILENT SOLUTIONS

CORRESPONDENCE DATA

Fax Number:

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: 212.326.3716

Email: Cartigas@jonesday.com, kbaird@jonesday.com

Correspondent Name: Carine Artigas

Address Line 1: 250 VESEY STREET

Address Line 4: NEW YORK, NEW YORK 10281

ATTORNEY DOCKET NUMBER:	627340-605018
NAME OF SUBMITTER:	Carine Artigas
SIGNATURE:	/Carine Artigas/
DATE SIGNED:	10/02/2017

Total Attachments: 4

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> **TRADEMARK** REEL: 006168 FRAME: 0883

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of September 15, 2017 (the "Release"), is made by Wells Fargo Bank, National Association, as Successor Agent (pursuant to the Resignation Agreement defined below) to CF Lending, LLC, in favor of International Automotive Components Group North America, Inc., a Delaware corporation ("Grantor").

WHEREAS, pursuant to the Amended and Restated Senior Secured Global Revolving Credit Facilities Agreement, dated as of September 30, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, IACG Europe Limited ("European Borrower"), International Automotive Components Group Limited ("UK Borrower"), the Lenders and the L/C Issuers from time to time party thereto and CF Lending, LLC, as administrative and collateral agent (in such capacity, together with its successors and permitted assigns the "Administrative Agent") for the Lenders and the L/C Issuers, the US Secured Parties (as defined in the Credit Agreement) have severally agreed to make extensions of credit upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Guaranty and Security Agreement (US Borrower Obligations) dated September 30, 2015 ("Guaranty and Security Agreement") and the Trademark Security Agreement dated September 30, 2015 (the "Trademark Security Agreement"), Grantor granted to the Administrative Agent for the benefit of the US Secured Parties a lien on and security interest in all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office at Reel 005633, Frame 0447;

WHEREAS, pursuant to the Resignation and Agency Substitution Agreement dated March 1, 2016 (the "Resignation Agreement"), CF Lending, LLC resigned in its respective capacity as Administrative Agent, and Wells Fargo Bank, National Association was appointed and accepted such appointment and agreed to act as the Administrative Agent under the Credit Agreement (in such capacity, the "Successor Agent");

WHEREAS, CF Lending, LLC assigned, and the Successor Agent was vested with and assumed, all the rights, powers, privileges and duties of CF Lending, LLC under the Credit Agreement, including its capacity as the Administrative Agent; and

WHEREAS, Grantor has requested that the Successor Agent release, and the Successor Agent is willing to release its lien on and its security interest in, to, and under the trademarks and applications for trademarks more fully identified in Schedule I annexed hereto and made a part hereof and all related rights, title and interest of Grantor in, to, and under the foregoing, including all renewals and extensions of the foregoing, all goodwill of the business connected with the use of, and symbolized by, each such trademark, and all income, royalties, proceeds and liabilities at any time due or payable or asserted under 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 (collectively, the "Released Trademark Collateral");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 1. <u>Defined Terms.</u> Capitalized terms used herein without definition are used as defined in the Credit Agreement.
- 2. The Successor Agent hereby automatically and unconditionally releases and terminates any and all liens on and security interests in, all of Grantor's right, title and interest in, to and under the Released Trademark Collateral and regrants and reconveys to Grantor any and all of Successor Agent's right, title and interest in, to and under the Released Trademark Collateral, in each case granted pursuant to the Guaranty and Security Agreement, Trademark Security Agreement or any other guaranty or security agreement entered into in connection with the Credit Agreement, without recourse or representation or warranty, express or implied, of any kind or naturewhatsoever.
- 3. The Successor Agent hereby agrees that any power of attorney or similar rights granted by Grantor to the Successor Agent pursuant to the Trademark Security Agreement or otherwise is terminated with respect to the Released Trademark Collateral.
- 4. The Successor Agent hereby (i) authorizes Grantor or Grantor's authorized representative to record this Release with the U.S. Patent and Trademark Office and (ii) authorizes and requests that the U.S. Patent and Trademark Office note and record the existence of this Release hereby given.
- 5. The Successor Agent hereby agrees to take all further actions, and provide to Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor, at Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 6. Except with respect to the Released Trademark Collateral, the Trademark Security Agreement and the liens on and security interests in all Trademarks described therein shall remain in full force and effect.

IN WITNESS WHEREOF, Successor Agent has caused this Release of Security Interest in Trademarks to be executed by its duly authorized officer as of the date first set forth above.

> WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Successor Agent

Name:

Name: Willis A William
Title: Duly Authorized Signatory

REEL: 006168 FRAME: 0887

SCHEDULE I

Trademark Registrations

RECORDED: 10/02/2017

Mark	Reg. No.	Reg. Date
INTERCEPT	4165002	06/26/12
SILENT SOLUTIONS and Design	4026456	09/13/11
SILENT SOLUTIONS	3828823	08/03/10