

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM468278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CONFIRMATORY GRANT OF SECURITY INTERESTS IN UNITED STATES TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Federal-Mogul Motorparts LLC		03/28/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A, as Collateral Trustee		
Street Address:	2600 West Big Beaver Road		
Internal Address:	Suite 270		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48084		
Entity Type:	National Banking Association: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5350944	WAGNER SD	
Registration Number:	5248770	THERMOQUIET	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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>			
Phone:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F176313 Confirmatory		
NAME OF SUBMITTER:	Sonya Jackman		
SIGNATURE:	/Sonya Jackman/		
DATE SIGNED:	04/03/2018		
Total Attachments: 6			

OP \$65.00 5350944

source=Confirmatory Grant Trademarks#page2.tif
source=Confirmatory Grant Trademarks#page3.tif
source=Confirmatory Grant Trademarks#page4.tif
source=Confirmatory Grant Trademarks#page5.tif
source=Confirmatory Grant Trademarks#page6.tif
source=Confirmatory Grant Trademarks#page7.tif

**CONFIRMATORY GRANT OF SECURITY INTERESTS
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTERESTS IN UNITED STATES TRADEMARKS (the “**Confirmatory Grant**”) is made effective as of March 28, 2018 by and from the undersigned entity (the “**Grantor**”), to and in favor of Bank of America, N.A. (“BANA” or the “**Collateral Trustee**”), not individually but solely as Collateral Trustee (as defined in the Collateral Agreement referenced below).

WHEREAS, reference is made to that certain Term Loan and Revolving Credit Agreement dated as of December 27, 2007 (as amended April 30, 2009, December 6, 2013, April 15, 2014 and February 23, 2018, and as further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) among the Borrower, certain subsidiaries of the Borrower, the lenders party thereto, Credit Suisse AG, as administrative agent with respect to the tranche C term facility referenced therein, Bank of America, N.A., as successor administrative agent under the revolving credit facility referenced therein and the other parties thereto from time to time; and

WHEREAS, pursuant to the Credit Agreement, the lenders and other financial institutions party thereto agreed to make loans and extend other financial accommodations to the Borrower; and

WHEREAS, reference is made to that certain Collateral Trustee Resignation and Appointment Agreement dated as of February 23, 2018 (the “**Succession Agreement**”) among the Borrower, certain subsidiaries of the Borrower, BANA, in its capacity as Co-Collateral Trustee, ABL Agent and Successor Collateral Trustee (each as defined therein), Citibank, N.A., in its capacity as Co-Collateral Trustee and Retiring Collateral Trustee (each as defined therein), Wilmington Trust, National Association, the Bank of New York Mellon, London Branch and Credit Suisse AG pursuant to which BANA has agreed (i) at all times prior to the Succession Effective Date (as defined in the Collateral Trustee Resignation and Appointment Agreement), to act as co-collateral trustee under the Collateral Trust Agreement and the other Collateral Trust Security Documents (as defined in the Collateral Trust Agreement) and (ii) from and after the Succession Effective Date, to serve as the sole collateral trustee under the Collateral Trust Agreement and the other Collateral Trust Security Documents; and

WHEREAS, the Borrower, the Grantor and certain other subsidiaries of the Borrower have entered into an Amended and Restated Collateral Agreement dated as of April 15, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”) in favor of the Collateral Trustee, pursuant to which (i) the Borrower granted security interests in its assets to secure its obligations under the Credit Agreement and (ii) certain subsidiaries of the Borrower (including the Grantor) granted security interests in their assets to secure their respective guarantees of the Borrower’s obligations under the Credit Agreement; and

WHEREAS, the relative priorities of the security interests described above are governed by the terms of (i) the Collateral Agreement, (ii) that certain ABL Intercreditor Agreement dated as of April 15, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”) by and among the Administrative Agents, the Collateral Trustee, the Borrower, certain subsidiaries of the Borrower (including the Grantor) and the other parties thereto and (iii) that certain Amended and Restated Collateral Trust Agreement dated as of April 15, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Trust Agreement**”) by and among the Borrower, certain subsidiaries of the Borrower (including the Grantor) and the Collateral Trustee; and

WHEREAS, the Grantor owns the trademarks (the “**Trademarks**”) listed on Exhibit A attached hereto, which Trademarks are pending or issued with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Collateral Agreement.

2) The Security Interests.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) the Borrowing Base Priority Obligations and (ii) the PP&E Credit Agreement Secured Obligations, each of which constitute a separate and distinct class of secured obligations (collectively, the “**Secured Obligations**”). Upon the payment in full of all of the Secured Obligations (other than contingent indemnification obligations), the Collateral Trustee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Collateral Trustee, for the benefit of the ABL Secured Parties, as security for such Grantor’s Borrowing Base Priority Obligations, a first priority security interest in (i) all of the Grantor’s right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (ii) all proceeds and products of the Trademarks, (iii) the goodwill associated with such Trademarks and (iv) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same; *provided* that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

(c) The Grantor hereby grants to the Collateral Trustee, for the benefit of the PP&E Credit Agreement Secured Parties, as security for such Grantor’s PP&E Credit Agreement Secured Obligations, a first priority security interest in (i) all of the Grantor’s right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (ii) all proceeds and products of the Trademarks, (iii) the goodwill associated with such Trademarks and (iv) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same; *provided* that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

(d) The foregoing security interests are granted in conjunction with the security interests granted by the Grantor to the Collateral Trustee pursuant to the Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the security interests granted herein are without prejudice to and are in addition to those set forth in the Collateral Agreement, the Intercreditor Agreement and the Collateral Trust Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Collateral Agreement, the Intercreditor Agreement or the Collateral Trust Agreement, the provisions of such other documents shall govern.

3) Governing Law. This Confirmatory Grant and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Confirmatory Grant shall be governed by, and construed and interpreted in accordance with, the law of the state of New York.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interests effective as of the date first written above.

FEDERAL-MOGUL MOTORPARTS LLC

By: 
Name: Michelle Epstein Taigman
Title: Secretary

[Signature Page to Trademark Confirmatory Grant]


Acknowledged:

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

By: *Rudra M. Mulla*
Name: *Rudra Mulla*
Title: *VP*

[Signature Page to Trademark Confirmatory Grant]

CONFIRMATORY GRANT OF SECURITY INTERESTS
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
1. 	86/564793 3/16/2015	5350944 12/5/2017	Registered	Federal-Mogul Motorparts LLC
2. THERMOQUET	87/051051 5/26/2016	5248770 5/25/2017	Registered	Federal-Mogul Motorparts LLC