TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM471378

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: Release of Security Interest in Trademarks recorded at Reel

005635/Frame 0773

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon, as Collateral Agent		04/23/2018	National Banking Association: NEW YORK

RECEIVING PARTY DATA

Name:	International Automotive Components Group North America, Inc.
Street Address:	28333 Telegraph Road
City:	Southfield
State/Country:	MICHIGAN
Postal Code:	48034
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3402882	ACTWEB
Registration Number:	4023116	ECOBLEND
Registration Number:	3987068	SAFE-TEC
Registration Number:	4503065	SMARTFOIL
Serial Number:	85766795	GRIPRITE
Serial Number:	86377049	GRIPRITE-DAT

CORRESPONDENCE DATA

Fax Number: 2165790212

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: (216) 586-3939

skoston@jonesday.com Email:

JONES DAY Correspondent Name:

901 LAKESIDE AVENUE Address Line 1:

Address Line 2: **NORTH POINT**

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	627340-605020
NAME OF SUBMITTER:	Carine Artigas

SIGNATURE:	/Carine Artigas/	
DATE SIGNED:	04/26/2018	
Total Attachments: 4		
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of April 23, 2018 (the "Release"), is made by The Bank of New York Mellon, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the benefit of the Lenders and the other Secured Parties (as defined in the Indenture defined below), in favor of International Automotive Components Group North America, Inc., a Delaware corporation ("Grantor").

WHEREAS, pursuant to the Indenture dated as of June 3, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Indenture</u>") among International Automotive Components Group, S.A., as Issuer, Grantor, and Holdings, as U.S. Guarantors, each of the other Guarantors and affiliates of the Issuer from time to time party thereto and The Bank of New York Mellon, as Trustee and Collateral Agent for the Secured Parties, the Holders of the Notes severally agreed to purchase the Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor agreed, pursuant to the Indenture and the Note Guarantees, to guarantee the Obligations (as defined in the Indenture) of the Issuer and to secure such guaranteed Obligations pursuant to a Third Lien U.S. Security Agreement dated as of June 3, 2011 in favor of Collateral Agent (the "<u>U.S. Security Agreement</u>");

WHEREAS, pursuant to the U.S. Security Agreement and the Trademark Security Agreement dated September 30, 2015 (the "<u>Trademark Security Agreement</u>"), Grantor granted to the Collateral Agent for the benefit of the Lenders and the other Secured Parties a lien on and security interest in all of the right, title and interest of the Grantor 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 005635, Frame 0773; and

WHEREAS, Grantor has requested that the Collateral Agent release, and the Collateral Agent is willing to release its lien on and its security interest in, to, and under all of Grantor's trademarks and applications for trademarks, without limitation, including 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 U.S. Security Agreement.
- 2. The Collateral Agent hereby unconditionally releases and terminates any and all security interest 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 Collateral Agent's right, title and interest in, to and under

the Released Trademark Collateral, in each case granted pursuant to the U.S. Security Agreement, Trademark Security Agreement or any other guaranty or security agreement entered into in connection with the Indenture, without recourse or representation or warranty, express or implied, of any kind or naturewhatsoever.

- 3. The Collateral Agent hereby agrees that any power of attorney or similar rights granted by Grantor to the Collateral Agent pursuant to the Trademark Security Agreement or otherwise is terminated with respect to the Released Trademark Collateral.
- 4. The Collateral 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 Collateral 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.

IN WITNESS WHEREOF, Collateral 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.

THE BANK OF NEW YORK MELLON, as Collateral Agent

By:

Name: Timothy E. Burke

Title: Duly Authorized Signatory

SCHEDULE I

Trademark Registrations

Mark	Reg. No.	Reg. Date
ACTWEB	3402882	25 Mar 2008
ECOBLEND	4023116	06 Sep 2011
Safe-TEC	3987068	28 Jun 2011
SMARTFOIL	4503065	25 Mar 2014

Trademark Applications

Mark	Serial No.	Filing Date
GripRite	85/766795	30 Oct 2012
GripRite-DAT	86/377049	26 Aug 2014

NAI-1503606895v3 TRADEMARK
RECORDED: 04/27/2018 REEL: 006356 FRAME: 0756