

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492140

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Garrett Transportation I Inc.		09/27/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	CIB DMO WLO		
Internal Address:	Mail code NY1-C413, 4 CMC		
City:	BROOKLYN		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	Association: OHIO		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	3671931	BENDIX	
Registration Number:	3023606	BENDIX	
Registration Number:	3314674	BENDIX CQ	
Registration Number:	3083790	BENDIX SELECT	
Registration Number:	2491788	BENDIX	
Registration Number:	899627	BENDIX	
Registration Number:	947517	BENDIX	
Registration Number:	1063807	BENDIX	
Registration Number:	893583	BENDIX	
Registration Number:	4548022	DUTYDRIVE	
Registration Number:	1268341	GARRETT	
Registration Number:	1272612	GARRETT	
Registration Number:	1291846	GARRETT	
Registration Number:	1268815	GARRETT	
Registration Number:	1289822	GARRETT	
Registration Number:	5182079	GARRETT	
Registration Number:	2385916	IMPORT QUIET	
Registration Number:	2262530	IQ	

OP \$615.00 3671931

Property Type	Number	Word Mark
Registration Number:	3225855	
Registration Number:	4576825	
Registration Number:	4020971	TITANIUMMETALLIC
Registration Number:	2833261	CT-3
Registration Number:	4211655	ONRAMP
Serial Number:	87952180	A

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 202-370-4750
Email: ipteam@cogencyglobal.com
Correspondent Name: Melony Sot
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:	F179593 TM
NAME OF SUBMITTER:	Emily Ohannessian
SIGNATURE:	/Emily Ohannessian/
DATE SIGNED:	10/01/2018

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT dated as of September 27, 2018 (this "Agreement"), between Garrett Transportation I Inc. (the "Grantors") and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of September 27, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Holdings, the other Grantors party thereto, the Lenders and Issuing Banks from time to time party thereto and JPMCB, as Administrative Agent, and (b) the U.S. Collateral Agreement dated as of September 27, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "U.S. Collateral Agreement"), among Holdings, U.S. HoldCo, U.S. Co-Borrower, the other U.S. Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the U.S. Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the U.S. Collateral Agreement, did and hereby does grant to the Administrative Agent and its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the portion of the Article 9 Collateral constituting the Trademarks listed on Schedule I hereto but excluding any Trademarks that are Excluded Personal Property (including, for the avoidance of doubt, any intent-to-use trademark application filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, solely during the period prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act; it being understood that, following such period, such trademark registration or application, as applicable, shall be deemed automatically subject to the security interest granted in the U.S. Collateral Agreement and included in the Article 9 Collateral) and subject to the exclusions set forth in Section 4.01(d) of the U.S. Collateral Agreement (collectively, the "Trademark Collateral").

SECTION 3. U.S. Collateral Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Lenders in connection with the U.S. Collateral Agreement and is expressly subject to the terms and conditions thereof. Each Grantor hereby acknowledges and affirms that the rights and

remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the U.S. 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 Agreement and the U.S. Collateral Agreement, the terms of the U.S. Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT 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 AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]


SCHEDULE I

Trademarks

	<u>Trademark</u>	<u>Owner</u>	<u>Registration Number</u>
1.	BENDIX	Garrett Transportation I Inc.	3671931
2.	BENDIX	Garrett Transportation I Inc.	3023606
3.	BENDIX CQ	Garrett Transportation I Inc.	3314674
4.	BENDIX SELECT	Garrett Transportation I Inc.	3083790
5.	BENDIX with half dynamark	Garrett Transportation I Inc.	2491788
6.	BENDIX WITH DYNAMARK	Garrett Transportation I Inc.	899627
7.	BENDIX WITH DYNAMARK	Garrett Transportation I Inc.	947517
8.	BENDIX WITH DYNAMARK	Garrett Transportation I Inc.	1063807
9.	BENDIX with dynamark	Garrett Transportation I Inc.	893583
10.	CT-3	Garrett Transportation I Inc.	2833261
11.	DUTYDRIVE	Garrett Transportation I Inc.	4548022
12.	GARRETT	Garrett Transportation I Inc.	1268341
13.	GARRETT	Garrett Transportation I Inc.	1272612
14.	GARRETT	Garrett Transportation I Inc.	1291846
15.	GARRETT	Garrett Transportation I Inc.	1268815
16.	GARRETT	Garrett Transportation I Inc.	1289822
17.	GARRETT	Garrett Transportation I Inc.	5182079
18.	IMPORT QUIET	Garrett Transportation I Inc.	2385916
19.	IQ	Garrett Transportation I Inc.	2262530
20.	Miscellaneous design (half Bendix dynamark)	Garrett Transportation I Inc.	3225855
21.	Miscellaneous design (Turbo/Flower design)	Garrett Transportation I Inc.	4576825
22.	TITANIUMMETALLIC	Garrett Transportation I Inc.	4020971
23.	CT-3	Garrett Transportation I Inc.	2833261
24.	ONRAMP	Garrett Transportation I Inc.	4211655
25.	A	Garrett Transportation I Inc.	87952180

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

GARRETT TRANSPORTATION I INC.,
as Grantor

By: 
Name: Su Ping Lu
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006446 FRAME: 0851

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Gene Riego de Dios
Title: Executive Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006446 FRAME: 0852

Trademark Applications

	<u>OWNER</u>	<u>TITLE</u>	<u>APPLICATION NUMBER</u>
1.	Garrett Transportation I Inc.	METLOK	87751113