CH \$465.00 119860

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM494658

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		10/05/2018	National Banking Association:

RECEIVING PARTY DATA

Name:	Cloyes Gear and Products, Inc.
Street Address:	550 W. Cypress Creek Road, Suite 420
Internal Address:	C/O HIDDEN HARBOR CAPITAL PARTNERS
City:	Fort Lauderdale
State/Country:	FLORIDA
Postal Code:	33309
Entity Type:	Corporation: OHIO
Name:	HDM Products, Inc
Street Address:	550 W. CYPRESS CREEK ROAD, SUITE 420
Internal Address:	C/O HIDDEN HARBOR CAPITAL PARTNERS, LLC
City:	Fort Lauderdale
State/Country:	FLORIDA
Postal Code:	33309
Entity Type:	Corporation: DELAWARE
Name:	Dynagear, Inc.
Street Address:	550 W. Cypress Creek Road, Suite 420
Internal Address:	C/O Hidden Harbor Capital, LLC
City:	Fort Lauderdale
State/Country:	FLORIDA
Postal Code:	33309
Entity Type:	Corporation: ILLINOIS

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1198609	TRUE
Registration Number:	1198608	PLUS
Registration Number:	1370932	CLOYES
Registration Number:	1380128	CLOYES

TRADEMARK REEL: 006461 FRAME: 0406

900470676

Property Type	Number	Word Mark
Registration Number:	1755179	HEX-A-JUST
Registration Number:	1995236	STIFFBACK
Registration Number:	2048666	DYNAGEAR INC
Registration Number:	2054006	DYNADRIVE
Registration Number:	2068437	D
Registration Number:	2113321	DYNA-ROLL
Registration Number:	2191699	THE FULL LINE MANUFACTURER
Registration Number:	2438540	DYNAGEAR
Registration Number:	2687556	QUICK ADJUST
Registration Number:	3566995	QUICK ADJUST
Registration Number:	3587888	DYNAGEAR
Registration Number:	1983648	BADGER
Registration Number:	2197295	MANLEY
Registration Number:	3329548	CY-LENT

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: 2128598563

Email: teas@friedfrank.com

Correspondent Name: Daniel Stern
Address Line 1: 1 New York Plaza

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	33748-115
NAME OF SUBMITTER:	Daniel Stern
SIGNATURE:	/Daniel Stern/
DATE SIGNED:	10/19/2018

Total Attachments: 19

source=HHI - 2018 IP Security Agreement Termination - Copyright Patents and Trademarks (Executed) (004)#page1.tif

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- source=HHI 2018 IP Security Agreement Termination Copyright Patents and Trademarks (Executed) (004)#page9.tif
- source=HHI 2018 IP Security Agreement Termination Copyright Patents and Trademarks (Executed) (004)#page10.tif
- source=HHI 2018 IP Security Agreement Termination Copyright Patents and Trademarks (Executed) (004)#page11.tif
- source=HHI 2018 IP Security Agreement Termination Copyright Patents and Trademarks (Executed) (004)#page12.tif
- source=HHI 2018 IP Security Agreement Termination Copyright Patents and Trademarks (Executed) (004)#page13.tif
- source=HHI 2018 IP Security Agreement Termination Copyright Patents and Trademarks (Executed) (004)#page14.tif
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- source=HHI 2018 IP Security Agreement Termination Copyright Patents and Trademarks (Executed) (004)#page16.tif
- source=HHI 2018 IP Security Agreement Termination Copyright Patents and Trademarks (Executed) (004)#page17.tif
- source=HHI 2018 IP Security Agreement Termination Copyright Patents and Trademarks (Executed) (004)#page18.tif
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TERMINATION OF SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY

This **TERMINATION OF SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY** dated as of October 5, 2018 ("<u>Termination</u>") is among Bank of America, N.A. (the "<u>Grantee</u>"), as Term Collateral Agent (as defined below), ABL Collateral Agent (as defined below) and as a successor-in-interest to LaSalle National Bank ("<u>LaSalle</u>"), Cloyes Gear and Products, Inc., an Ohio corporation ("<u>Cloyes</u>"), HDM Products, Inc., a Delaware corporation ("<u>HDM</u>") and Dynagear, Inc., an Illinois corporation ("<u>Dynagear</u>").

WHEREAS, reference is made to that certain Credit Agreement dated as of March 30, 2010 (the "Term Credit Agreement") among HHI Intermediate Group Holdings, LLC, a Delaware limited liability company ("Holdings"), HHI Holdings, LLC, a Delaware limited liability company (in such capacity, the "Term Borrower"), the lenders from time to time party thereto, Bank of America, N.A., as administrative agent and Credit Suisse Securities (USA) LLC, as syndication agent;

WHEREAS, reference is made to that certain Loan and Guaranty Agreement dated as of March 30, 2010 ("ABL Credit Agreement") among HHI Holdings, LLC, a Delaware limited liability company (in such capacity, the "Parent"), certain Wholly-Owned (as defined therein) direct or indirect Domestic Subsidiaries (as defined therein) of the Parent, Holdings, certain direct and indirect Domestic Subsidiaries (as defined therein) of Holdings, the financial institutions from time to time party thereto as lenders and Bank of America, N.A., as agent;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of March 30, 2010 among Holdings, the Term Borrower, the Subsidiary Guarantors (as defined therein) from time to time party thereto and Bank of America, N.A., as collateral agent (in such capacity, "Term Collateral Agent"), which was entered into pursuant to the Term Credit Agreement: (i) Cloves and the Term Collateral Agent entered into that certain Grant of Security Interest in United States Patents and Trademarks dated March 30, 2010 pursuant to which Cloyes granted to the Term Collateral Agent a security interest in all of Cloyes' right, title, and interest in certain patents and patent applications, including those identified on Schedule A-1 (collectively, "Cloves Patents") and certain trademarks, trademark registrations and trademark applications, including those trademarks, trademark registrations and trademark applications identified on Schedule A-2 (collectively, "Cloves Trademarks"), which security interest was recorded at the United States Patent and Trademark Office on June 15, 2010 at Reel 024529 and Frame 0556 and at Reel 4224 and Frame 0906; (ii) HDM and the Term Collateral Agent entered into that certain Grant of Security Interest in United States Trademarks dated March 30, 2010 pursuant to which HDM granted a security interest in all of HDM's right, title and interest in certain trademarks, trademark registrations and trademark applications, including those identified on Schedule B (collectively, "HDM Term Trademarks") to the Term Collateral Agent, which security interest was recorded at the United States Patent and Trademark Office on June 15, 2010 at Reel 4224 and Frame 0988; (iii) Cloyes and the Term Collateral Agent entered into that certain Grant of Security Interest in United States Copyrights, dated March 30, 2010 pursuant to which Cloyes granted to the Term Collateral Agent a security interest in all of Cloyes' right, title, and interest in certain copyrights, including those identified on Schedule E (collectively, "Cloves 2010 Term Copyrights"), which security interest was recorded at the United States Copyright Office on June

18, 2010 at document number V3591D386; and (iv) Cloyes and the Term Collateral Agent entered into that certain Grant of Security Interest in United States Copyrights, dated March 21, 2011 pursuant to which Cloyes granted to the Term Collateral Agent a security interest in all of Cloyes' right, title, and interest in certain copyrights, including those identified on <u>Schedule F</u> (collectively, "Cloyes 2011 Term Copyrights", and together with Cloyes 2010 Term Copyrights, "Cloyes Term Copyrights"), which security interest was recorded at the United States Copyright Office on March 23, 2011 at document number V3601D479;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of March 30, 2010 among Parent, Holdings, certain direct or indirect Domestic Subsidiaries (as defined therein) of Holdings and Bank of America, N.A., as agent (in such capacity, "ABL Collateral Agent"), which was entered into pursuant to the ABL Credit Agreement, (i) HDM and the ABL Collateral Agent entered into that certain Grant of Security Interest in United States Trademarks, dated March 30, 2010, pursuant to which HDM granted a security interest to the ABL Collateral Agent in all of HDM's right, title and interest in certain trademarks, trademark registrations and trademark applications, including those identified on Schedule C ("HDM ABL Trademarks"), which security interest was recorded at the United States Patent and Trademark Office on March 30, 2010, at Reel 4176 and Frame 0518; and (ii) Cloyes and the ABL Collateral Agent entered into that certain Grant of Security Interest in United States Copyrights, March 30, 2010, pursuant to which Cloyes granted a security interest to the ABL Collateral Agent in all of Cloyes' right, title and interest in certain copyrights, including those identified on Schedule G (collectively, "Cloyes ABL Copyrights"), which security interest was recorded at the United States Copyright Office on April 5, 2010 at document number V3588D148;

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of June 30, 1998 among Dynagear, LaSalle and certain other parties thereto, Dynagear and LaSalle entered into that certain Trademark Security Agreement, dated June 30, 1998 (the "Dynagear Trademark Security Agreement"), pursuant to which Dynagear granted a security interest in all of Dynagear's right, title and interest in certain trademarks, trademark registrations and trademark applications, including those identified on Schedule D (collectively, the "Dynagear Trademarks"), which security interest was recorded at the United States Patent and Trademark Office on July 9, 1998 at Reel 1794 and Frame 0149;

WHEREAS, the Grantee, in its capacity as Term Collateral Agent has terminated and released its security interest in the Cloyes Patents, Cloyes Trademarks, HDM Term Trademarks, and Cloyes Term Copyrights, all pursuant to that certain Pay-Off/Release Arrangements letter dated October 5, 2012 and hereby wishes to memorialize and further evidence such termination with the United States Patent and Trademark Office and United States Copyright Office;

WHEREAS, the Grantee, in its capacity as ABL Collateral Agent has terminated and released its security interest in the HDM ABL Trademarks and Cloyes ABL Copyrights and hereby wishes to memorialize and further evidence such termination with the United States Patent and Trademark Office and United States Copyright Office; and

WHEREAS, LaSalle terminated and released its security interest in the Dynagear Trademarks, and the Grantee, as successor-in-interest to LaSalle hereby wishes to memorialize and further evidence such termination with the United States Patent and Trademark Office.

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NOW, THEREFORE, for valuable consideration, the parties hereto agree as follows:

- 1. <u>Acknowledgement of Release of Trademarks</u>. The Grantee (as Term Collateral Agent, ABL Collateral Agent and as a successor-in-interest to LaSalle) hereby acknowledges, without any representation, warranty, or recourse, the termination and release of all mortgages, liens, and security interests granted to the Grantee in the following:
 - (a) the Cloyes Trademarks, including without limitation, those identified on <u>Schedule A-2</u>;
 - (b) the HDM Term Trademarks, including without limitation, those identified on Schedule B;
 - (c) the HDM ABL Trademarks, including without limitation, those identified on Schedule C;
 - (d) the Dynagear Trademarks, including without limitation, those identified on Schedule D;
 - (e) all goodwill of the business connected with the use of , and symbolized by, each of the Cloyes Trademarks, HDM Term Trademarks, HDM ABL Trademarks, and Dynagear Trademarks (collectively, "Trademarks"); and
 - (f) all products and proceeds of the foregoing, including, without limitation, any claim by the any of Cloyes, HDM, or Dynagear against third parties for past, present or future infringement or dilution of any of the Trademarks, or for injury to the goodwill associated with any Trademark.
- 2. <u>Acknowledgement of Release of Patents</u>. The Grantee (as Term Collateral Agent) hereby acknowledges, without any representation, warranty, or recourse, the termination and release of all mortgages, liens, and security interests granted to Grantee in the following:
 - (a) the Cloyes Patents, including without limitation those identified on <u>Schedule A-1</u>; and
 - (b) all products and proceeds of the foregoing, including without limitation, any claim by Cloyes against third parties for past, present or future infringement or dilution of any Cloyes Patents.
- 3. <u>Acknowledgement of Release of Copyrights</u>. The Grantee (as Term Collateral Agent and ABL Collateral Agent) hereby acknowledges, without any representation, warranty, or recourse, the termination and release of all mortgages, liens, and security interests granted to the Grantee in the following:
 - (a) the Cloyes Term Copyrights, including without limitation, those identified on Schedules E and F;

- (b) the Cloyes ABL Copyrights, including without limitation, those identified on Schedule G; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by Cloyes against third parties for past, present or future infringement or dilution of any of the Cloyes Term Copyrights or Cloyes ABL Copyrights (collectively, "Copyrights").

4. <u>Representations and Warranties</u>.

- (a) Cloyes, HDM and Dynagear each acknowledge that the Grantee (as Term Collateral Agent, ABL Collateral Agent and as a successor-in-interest to LaSalle) is acknowledging the termination and release of all mortgages, liens, and security interests that the Grantee has in the Trademarks, Cloyes Patents, and Copyrights without any representations or warranties of any kind and waive any claims against the Grantee relating thereto.
- (b) Cloyes and HDM each represent and warrant to the Grantee (as Term Collateral Agent) that all commitments made to each of them under the Loan Documents (as defined in the Term Credit Agreement) have been terminated, the Finance Obligations (as defined in the Term Credit Agreement) owed by each of them under the Term Credit Agreement have been repaid in full and each of them has no further obligations or liabilities to the Secured Parties (as defined in the Term Credit Agreement) in connection with Term Credit Agreement, the Loan Documents (as defined in the Term Credit Agreement) or the transactions contemplated thereby.
- (c) HDM represents and warrants to the Grantee (as ABL Collateral Agent) that all commitments made to it under the Loan Documents (as defined in the ABL Credit Agreement) have been terminated, the Obligations (as defined in the ABL Credit Agreement) owed by it under the ABL Credit Agreement have been repaid in full and it has no further obligations or liabilities to the Secured Parties (as defined in the ABL Credit Agreement) in connection with ABL Credit Agreement, the Loan Documents (as defined in the ABL Credit Agreement) or the transactions contemplated thereby.
- (d) Dynagear represents and warrants to the Grantee (as successor as successor-ininterest to LaSalle) that all commitments made to it under the Financing
 Agreements (as defined in the Dynagear Trademark Security Agreement) have been
 terminated, all Liabilities (as defined in the Dynagear Trademark Security
 Agreement) owed by it have been paid in full, that the Financing Agreements (as
 defined in the Dynagear Trademark Security Agreement) have been terminated and
 that it has no further obligations or liabilities to the Banks or Agent (as each term is
 defined in the Dynagear Trademark Security Agreement) in connection with the
 Financing Agreement (as defined in the Dynagear Trademark Security Agreement)
 or the transactions contemplated thereby.

5. Miscellaneous.

- (a) Governing Law. This Termination (including this section), any dispute, claim or controversy between the Parties arising out of or relating to this Termination, and the parties' rights and obligations under this Termination, are to be construed in accordance with and governed by the laws of the State of New York, without giving effect to the State of New York's conflict of laws rules to the extent those rules would require applying another jurisdiction's laws. The parties may commence an action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement only in, and hereby consent to the exclusive jurisdiction of, the federal and state courts located in the County and State of New York.
- (b) Amendment. This Agreement only may be amended or modified by a written instrument signed by each Party's authorized representative, but "written instrument" does not include the text of e-mails or similar electronic transmissions.
- (c) Counterparts. The Parties may execute this Agreement in one or more counterparts, each of which when executed is an original counterpart and all of which taken together constitute one and the same Agreement.

[Remainder of Page Intentionally Left Blank]

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IN WITNESS WHEREOF, each of the parties hereto has caused this Termination of Security Interest in United States Intellectual Property to be duly executed as of the date first set forth above.

Name: Title:

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IN WITNESS WHEREOF, each of the parties hereto has caused this Termination of Security Interest in United States Intellectual Property to be duly executed as of the date first set forth above.

BANK OF AMERICA, N.A., as Term Collateral Agent	
Ву:	
Name:	
Title:	
BANK OF AMERICA, N.A., as ABL Collateral Agent	
By: Steve M. Straw Name: For a mous	
Name: FEUE ASIAGUO	
Title: 546	

[Signature Page to IP Security Interest Termination]

<u> </u>
CLOYES GEAR AND PRODUCTS, INC.
By:
Name: David E. Barnes
Title: Secretary
HDM/PRODUCTS, INC. By:
Name: David E. Barnes
Title: Secretary
DYNAGEAR, INC.,
By:
Name: David E. Barnes
Title:

SCHEDULE A-1

(Reel/Frame 024529/0556)

PATENTS AND PATENT APPLICATIONS

Serial No. or Patent No.	Application Date	Issue Title	Country	Patent Holder
5,174,169	5/8/1992	Angularly Adjustable Timing Gear	US	Cloyes Gear and Products, Inc.
5,181,432	11/26/1991	Timing Gear Having Different Keyways	US	Cloyes Gear and Products, Inc.
5,286,234	7/27/1992	Chain Tensioner Apparatus	US	Cloyes Gear and Products, Inc.
5,425,680	7/19/1994	Snap-Fit Chain Tensioner Apparatus and Method	US	Cloyes Gear and Products, Inc.
5,495,776	11/1/1993	Cam Shaft Timing Adjustment Device	US	Cloyes Gear and Products, Inc.
5,645,024	10/26/1995	Camshaft End-Play Adjustment Device	US	Cloyes Gear and Products, Inc.
5,711,732	4/30/1996	Chain Tensioner Apparatus and Method	US	Cloyes Gear and Products, Inc.
5,738,055	4/1/1997	Adjustable Camshaft Timing Device	US	Cloyes Gear and Products, Inc.
5,782,625	12/7/1995	Automatic Tensioner with One-Pin Locking Mechanism	US	Cloyes Gear and Products, Inc.
5,797,818	2/26/1997	Chain Tensioner with Damping Feature	US	Cloyes Gear and Products, Inc.
5,848,948	8/2/1996	Roller Chain Timing Drive Having Reduced Noise	US	Cloyes Gear and Products, Inc.
5,876,295	1/23/1997	Roller Chain Drive System Having Improved Noise Characteristics	US	Cloyes Gear and Products, Inc.
5,921,878	6/19/1997	Roller Chain Drive System Having Improved Noise Characteristics	US	Cloyes Gear and Products, Inc.
5,921,879	12/17/1997	Random Engagement Roller Chain Sprocket with Staged Meshing and Flank Relief to Provide Improved Noise Characteristics	US	Cloyes Gear and Products, Inc.
5,976,045	7/25/1997	Random Engagement Roller Chain Sprocket Having Improved Noise Characteristics	US	Cloyes Gear and Products, Inc.

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Serial No. or Patent No.	Application Date	Issue Title	Country	Patent Holder
5,993,344	5/12/1999	Roller Chain Drive System Having improved Noise Characteristics	US	Cloyes Gear and Products, Inc.
5,997,424	3/26/1999	Random Engagement Roller Chain Sprocket with Staged Meshing and Root Relief to Provide Improved Noise Characteristics	US	Cloyes Gear and Products, Inc.
6,030,306	8/14/1998	Method for Chain Meshing Phasing on a V-Engine Camshaft Drive to Reduce Noise	US	Cloyes Gear and Products, Inc.
6,090,003	10/15/1999	Random Engagement Roller Chain Sprocket Having Improved Noise Characteristics	US	Cloyes Gear and Products, Inc.
6,179,741	8/25/1999	Random Engagement Roller Chain Sprocket with Cushion Rings and Root Relief for Improved Noise Characteristics	US	Cloyes Gear and Products, Inc.
6,325,734	5/27/1999	Random Engagement Roller Chain Sprocket with Staged Meshing and Flank Relief to Provide Improved Noise Characteristics	US	Cloyes Gear and Products, Inc.
6,354,972	12/23/1999	Chain Tensioner Assembly Having a Single-Fastener Mounting Arrangement	US	Cloyes Gear and Products, Inc.
6,371,875	12/1/2000	Random engagement roller chain sprocket with cushion rings and root relief for improved noise characteristics	US	Cloyes Gear and Products, Inc.
6,532,923	6/28/2002	Adjustable Cam Sprocket	US	Cloyes Gear and Products, Inc.
6,572,502	2/10/2000	Chain Tensioner Device for Use in a Confined Space	US	Cloyes Gear and Products, Inc.
6,623,391	10/16/2001	Blade-Type Mechanical Chain Tensioner with External Strengthening Rib	US	Cloyes Gear and Products, Inc.
6,758,777	11/16/2001	Snap-Fit Chain Guide with Locking Connector Arrangement	US	Cloyes Gear and Products, Inc.
6,761,657	12/4/2001	Roller Chain Sprocket with Added Chordal Pitch	US	Cloyes Gear and Products, Inc.

Serial No. or Patent No.	Application Date	Issue Title	Country	Patent Holder
		Reduction		
6,910,980	3/18/2003	Cushion Ring Sprocket Assembly and Method	US	Cloyes Gear and Products, Inc.
6,913,552	1/23/2003	Snap-Fit Chain Guide with Saw-Tooth Fixing Feature	US	Cloyes Gear and Products, Inc.
6,988,479	4/22/2003	Integrated Drive Sprocket and Gear for Balance Shaft	US	Cloyes Gear and Products, Inc.
7,074,147	4/16/2002	Roller Chain Sprocket with Symmetric Cushion Rings	US	Cloyes Gear and Products, Inc.
7,094,170	5/6/2003	Cushioned Sprocket and Improved Inverted Tooth Chain for Use with Same	US	Cloyes Gear and Products, Inc.
7,163,479	6/4/2004	Snap-Fit Chain Guide with Locking Connector Arrangement	US	Cloyes Gear and Products, Inc.
7,232,392	4/4/2005	Cushion Ring Sprocket Assembly and Method	US	Cloyes Gear and Products, Inc.
7,252,066	1/23/2006	Integrated Drive Sprocket and Gear for Balance Shaft	US	Cloyes Gear and Products, Inc.
7,371,200	7/6/2006	Roller Chain Sprocket with Resilient Cushion Rings and Root Relief	US	Cloyes Gear and Products, Inc.
7,416,500	4/1/2004	Random Engagement Roller Chain Sprocket and Timing Chain System Including Same	US	Cloyes Gear and Products, Inc.
11210599	8/24/2005	Inverted Tooth Chain Sprocket with Frequency Modulated Meshing	US	Cloyes Gear and Products, Inc.
11541209	9/29/2006	Multiple-cushion ring sprocket assembly	US	Cloyes Gear and Products, Inc.
11716326	3/9/2007	Automotive Parts Kit Differentiation System	US	Cloyes Gear and Products, Inc.
60252592	11/6/2006	Roller Chain Sprocket with Resilient Cushion Rings and Root Relief	US	Cloyes Gear and Products, Inc.
12349826	1/7/2009	Captive Fastener Apparatus for Chain Guide or Tensioner Arm	US	Cloyes Gear and Products, Inc.
10740777	12/19/2003	Asymmetric Sprocket Assembly with Metal Cushion Rings	US	Cloyes Gear and Products, Inc.
11228186	9/16/2005	Inverted Tooth Chain System with Inside Flank	US	Cloyes Gear and

Serial No. or Patent No. Application Date		Issue Title	Country	Patent Holder
		Engagement		Products, Inc.
11811187	6/8/2007	Adjustable Camshaft Sprocket Assembly and Tool for Same		Cloyes Gear and Products, Inc.
12151944	5/9/2008	Inverted Tooth Chain Sprocket with Frequency Modulated Meshing	US	Cloyes Gear and Products, Inc.
11541210	9/29/2006	Roller Chain Sprocket Having an Improved Tooth Form and Metal Cushion Rings	US	Cloyes Gear and Products, Inc.
60723023		Roller Chain Sprocket Having an Improved Tooth Form	US	Cloyes Gear and Products, Inc.
60759432		Roller Chain Sprocket with Cushion Rings for Improved Noise and Vibration Characteristics	US	Cloyes Gear and Products, Inc.

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SCHEDULE A-2

(Reel/Frame 4224/0906)

TRADEMARKS

Registration No.	Country	Registration Date	Mark
1198609	US	6/22/1982	TRUE
1198608	US	6/22/1982	PLUS
1370932	US	11/19/1985	CLOYES
1380128	US	1/28/1986	CLOYES AND DESIGN
1755179	US	3/2/1993	HEX-A-JUST
1995236	US	8/20/1996	STIFFBACK
2048666	US	4/1/1997	DYNAGEAR INC
2054006	US	4/22/1997	DYNADRIVE
2068437	US	6/10/1997	D DESIGN
2113321	US	11/18/1997	DYNA-ROLL
2191699	US	9/29/1998	THE FULL LINE MANUFACTURER
2438540	US	3/27/2001	DYNAGEAR
2687556	US	2/11/2003	QUICK ADJUST
3566995	US	1/27/2009	QUICK ADJUST
3587888	US	3/10/2009	DYNAGEAR

16987691.9

SCHEDULE B

(Reel/Frame 4224/0988)

TRADEMARKS

Registration No.	Country	Registration Date	Mark
3329548	US	11/6/2007	CY-LENT

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SCHEDULE C

(Reel/Frame 4176/0518)

TRADEMARKS

Registration 1vo.	Country	Date	
3329548	US	11/6/2007	CY-LENT

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SCHEDULE D

(Reel/Frame 1794/0149)

TRADEMARKS

Trademark Registrations

Registration No.	Country	Registration Date	Mark
1983648	US	7/2/1996	Badger
2048666	US	4/1/1997	Dynagear, Inc.
2068437	US	6/10/1997	Stylized "D" Design
1995236	US	8/20/1996	Stiffback
2113321	US	11/18/1997	Dyna-Roll
2054006	US	4/22/1998	DynaDrive
2197295	US	10/20/1998	Manley
2191699	US	9/29/98	The Full Line Manufacturer

Common Law Marks

Dynagear

SCHEDULE E

(V3591D386)

COPYRIGHTS

Registration Number	Country	Registration Date	Title
TX0005789572	US	10/17/2003	Dynagear timing products: catalog no. TDG602, 2002-03.
VAu000994390	US	8/18/2009	Collection Of Mechanical Drawings Of Automotive Timing Chains And Chain Components.

SCHEDULE F

(V3601D479)

COPYRIGHTS

Registration Number TX0005789572	Country	Registration Date 10/17/2003	Title Dynagear timing products: catalog no. TDG602, 2002-03.
VAu000994390	US	8/18/2009	Collection Of Mechanical Drawings Of Automotive Timing Chains And Chain Components.

SCHEDULE G

(V3588D148)

COPYRIGHTS

Registration Number TX0005789572	Country	Registration Date 10/17/2003	Title Dynagear timing products: catalog no. TDG602, 2002-03.
VAu000994390	US	8/18/2009	Collection Of Mechanical Drawings Of Automotive Timing Chains And Chain Components.

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RECORDED: 10/19/2018