

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM509005

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Horizon Global Americas Inc.		02/06/2019	Corporation: DELAWARE
Horizon Global Company LLC		02/06/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	10 S. Dearborn		
<b>Internal Address:</b>	7th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5656225	REESE	
<b>Serial Number:</b>	86910399	HORIZON FOUNDATION	
<b>Serial Number:</b>	87469361	TRIMOTIVE	
<b>Serial Number:</b>	87469467	TRIMOTIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6502515002		
<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>			
<b>Phone:</b>	6502515027		
<b>Email:</b>	jmull@stblaw.com		
<b>Correspondent Name:</b>	Marcela Robledo		
<b>Address Line 1:</b>	2475 Hanover Street		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1911		
<b>NAME OF SUBMITTER:</b>	J. Jason Mull		
<b>SIGNATURE:</b>	/J. Jason Mull/		
<b>DATE SIGNED:</b>	02/06/2019		

CH \$115.00 5656225

**Total Attachments: 5**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of February 6, 2019 is made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “Grantors”), in favor of JPMORGAN CHASE BANK, N.A., as collateral agent (in such capacity, the “Collateral Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the Term Loan Credit Agreement, dated as of June 30, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Horizon Global Corporation (the “Borrower”), the Lenders, the Collateral Agent, and the other agents party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other subsidiaries of the Borrowers have executed and delivered a Guarantee and Collateral Agreement, dated as of June 30, 2015, in favor of the Collateral Agent (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all its right, title and interest in Intellectual Property, including the Trademarks; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, each Grantor agrees, for the benefit of the Collateral Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, to secure the prompt and

complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor's Obligations, a security interest in all of its right, title and interest in, to and under such Grantor's Trademarks (including, without limitation, those items listed on Schedule A hereto), whether now owned by, or hereafter acquired by such Grantor (including under any trade name or derivations thereof).

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantors 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 Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.


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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HORIZON GLOBAL AMERICAS INC.

By: /s/  \_\_\_\_\_  
Name: Jay Goldbaum  
Title: Vice President and Secretary

HORIZON GLOBAL COMPANY LLC

By: /s/  \_\_\_\_\_  
Name: Jay Goldbaum  
Title: General Counsel

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

By: Krys Szremski  
Name: Krys Szremski  
Title: Executive Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006552 FRAME: 0950**

**Schedule A**

**U.S. TRADEMARKS**

<u>Grantor</u>	<u>Trademark</u>	<u>Reg. Number</u>
Horizon Global Americas Inc.	REESE	5,656,225

**U.S. TRADEMARK APPLICATIONS**

<u>Grantor</u>	<u>Trademark</u>	<u>Appl. Number</u>
Horizon Global Company LLC	HORIZON FOUNDATION	86/910,399
Horizon Global Americas Inc.	TRIMOTIVE	87/469,361
Horizon Global Americas Inc.	TRIMOTIVE and Design	87/469,467