

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allison Transmission, Inc.		05/17/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citicorp North America, Inc., as Collateral Agent		
Street Address:	399 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10043		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4616777	ALLISON	
Registration Number:	2678354		
Registration Number:	3821442		
Registration Number:	2686798	ALLISON TRANSMISSION	
Registration Number:	3821441	ALLISON TRANSMISSION	
Registration Number:	2625008	ALLISON TRANSMISSION	
Registration Number:	1624473	ALLISON TRANSMISSION	
Registration Number:	1666977	ALLISON TRANSMISSION	
Registration Number:	5164789	ALLISON TRANSMISSION	
Registration Number:	5164790	ALLISON TRANSMISSION	
Registration Number:	5311609	ALLISON	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2128598563		
Email:	teas@friedfrank.com		
Correspondent Name:	Daniel Stern c/o Fried Frank et al		
Address Line 1:	One New York Plaza		
Address Line 4:	New York, NEW YORK 10004		

CH \$290.00 4616777

ATTORNEY DOCKET NUMBER:	31447-41
NAME OF SUBMITTER:	Daniel Stern
SIGNATURE:	/s/Daniel Stern
DATE SIGNED:	05/20/2019

Total Attachments: 5

source=ATI - Trademark Security Agreement (Executed)#page1.tif
source=ATI - Trademark Security Agreement (Executed)#page2.tif
source=ATI - Trademark Security Agreement (Executed)#page3.tif
source=ATI - Trademark Security Agreement (Executed)#page4.tif
source=ATI - Trademark Security Agreement (Executed)#page5.tif

TRADEMARK SECURITY AGREEMENT, dated as of May 17, 2019 (this “Agreement”), by and between Allison Transmission, Inc., a Delaware corporation (the “Grantor”), and Citicorp North America, Inc., as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain Second Amended and Restated Credit Agreement, dated as of March 29, 2019, (which amends and restates that certain Amended and Restated Credit Agreement, dated as of September 23, 2016, as amended by Amendment No. 1 dated as of March 24, 2017, Amendment No. 2 dated as of March 21, 2018 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Allison Transmission Holdings, Inc., a Delaware corporation (“Holdings”), Allison Transmission, Inc., a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto, Citibank, N.A., as administrative agent (in such capacity, the “Administrative Agent”) and Citicorp North America, Inc., (in such capacity, the “Collateral Agent”), and the various other parties thereto and (b) that certain Guarantee and Collateral Agreement, dated as of August 7, 2007 (as reaffirmed by that certain Reaffirmation Agreement, dated as of March 29, 2019 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), by and among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, including in reliance on the Guarantee and Collateral Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to and in accordance with the Guarantee and Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including those listed on Schedule I (the “Trademark Collateral”); provided that the Trademark Collateral shall not include, and in no-event shall the Security Interest Attached to, any intent-to-use trademark application prior to the filing of a “Statement of Use” of “Amendment to Allege Use” with respect thereto.

SECTION 3. Guarantee and Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and 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 Guarantee and Collateral Agreement, the terms of the Guarantee and 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Blank]

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

ALLISON TRANSMISSION, INC., as Grantor

By:

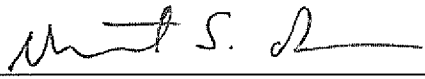
Name: Eric C. Scroggins

Title: Vice President, General Counsel &
Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006648 FRAME: 0921

CITICORP NORTH AMERICA, INC., as Collateral
Agent

By: 
Name: MATTHEW BURKE
Title: Managing Director & Vice
President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006648 FRAME: 0922

Schedule I
to Trademark Security Agreement

Trademark	Grantor	Jurisdiction	Registration No.
ALLISON	Allison Transmission, Inc.	U.S.	4616777
ALLISON swirl Design	Allison Transmission, Inc.	U.S.	2678354
ALLISON swirl Design	Allison Transmission, Inc.	U.S.	3821442
ALLISON TRANSMISSION	Allison Transmission, Inc.	U.S.	2686798
ALLISON TRANSMISSION	Allison Transmission, Inc.	U.S.	3821441
ALLISON TRANSMISSION LOGO I	Allison Transmission, Inc.	U.S.	2625008
ALLISON TRANSMISSION LOGO II	Allison Transmission, Inc.	U.S.	1624473
ALLISON TRANSMISSION LOGO II	Allison Transmission, Inc.	U.S.	1666977
ALLISON TRANSMISSION LOGO III	Allison Transmission, Inc.	U.S.	5164789
ALLISON TRANSMISSION LOGO III	Allison Transmission, Inc.	U.S.	5164790
ALLISON & Design	Allison Transmission, Inc.	U.S.	5311609